

forth in Attachment 1. Rates include redundant feeder fuse positions (A&B) and cable rack to MCIIm's equipment or space enclosure. When obtaining power from a BellSouth Battery Distribution Fuse Bay, fuses and power cables (A&B) must be engineered (sized), and installed by MCIIm's certified vendor.

7.18.7 Charges for AC power will be assessed per breaker ampere per month. Rates include the provision of commercial and standby AC power. BellSouth shall engineer and install the protection devices and power cables for adjacent collocation. Charges for AC power shall be assessed pursuant to the rates set forth in Attachment 1 of this Agreement. AC power voltage and phase ratings shall be determined on a per location basis. At MCIIm's option, MCIIm may arrange for AC power in an adjacent space from a retail provider of electric power.

7.19 Provisioning Intervals.

7.19.1 Provisioning intervals for collocation space are listed below and are further subject to the applicable provisions of Attachment 10 of this Agreement.

BellSouth will complete construction for collocation arrangements under ordinary conditions as soon as possible and within a maximum of ninety (90) days for caged, and thirty (30) days for cageless collocation from the date BellSouth receives MCIIm's firm order request. Intervals for virtual collocation must not exceed fifty (50) days from the date BellSouth receives MCIIm's firm order request. The Parties may mutually agree to renegotiate an alternative provisioning interval or BellSouth may seek a waiver from this interval from the Commission.

7.20 Subsequent Application Fee. In the event MCIIm or MCIIm's Guest(s) desire to modify the use of the Collocation Space, MCIIm shall complete an Application document detailing all information regarding the modification to the Collocation Space ("Subsequent Application"). BellSouth shall determine what modifications, if any, to the Premises are required to accommodate the change requested by MCIIm in the Application. Such necessary modifications to the Premises may include but are not limited to, floor loading changes, changes necessary to meet HVAC requirements, changes to power plant requirements, and equipment additions not included in a previous application.

7.20.1 application. The application fee paid by MCIIm for its request to modify the use of the Collocation Space shall be dependent upon the level of assessment needed for the modification requested. Where the Subsequent Application does

not require assessment for provisioning or construction work by BellSouth, no Subsequent Application Fee will be required. The fee for a Subsequent Application where the modification requested has limited effect (i.e., does not require assessment related to capital expenditure by BellSouth) shall be the Subsequent Application Fee as set forth in Attachment 1. If the modification requires capital expenditure assessment, a full Application Fee Charge for the appropriate state shall apply. For all subsequent Applications, BellSouth shall adhere to the response intervals set forth in subsection 2.1.1.3 of this Attachment.

7.21 Entrance Facilities

7.21.1 MCIIm may elect to place MCIIm-owned or MCIIm-leased fiber entrance facilities into the Collocation Space. BellSouth will designate the point of entrance in close proximity to the Central Office building housing the Collocation Space, such as an entrance manhole or a cable vault which are physically accessible by both parties. MCIIm will provide and place fiber cable at the point of entrance of sufficient length to be pulled through conduit and into MCIIm's Collocation Space. If MCIIm uses an entrance facility with a metallic member, BellSouth shall open the cable sheath in the vault and bond the metallic member to ground. In the event MCIIm utilizes a non-metallic entrance facility, grounding of the cable will not be required. MCIIm must contact BellSouth for instructions associated with duct assignments and scheduling and other information as required prior to placing the entrance facility cable in the manhole. MCIIm is responsible for maintenance of the entrance facilities, except that BellSouth is responsible for the maintenance of any bonding required. At MCIIm's option BellSouth will accommodate where technically feasible a microwave entrance facility pursuant to separately negotiated terms and conditions.

7.21.2 Dual Entrance. BellSouth will provide at least two interconnection points at each central office premises where there are at least two such interconnection points available and where capacity exists. Upon receipt of a request for physical collocation under this Attachment, BellSouth shall provide MCIIm with information regarding BellSouth's capacity to accommodate dual entrance facilities. If conduit in the serving manhole(s) is available and is not reserved for another purpose for utilization within 12 months of the receipt of an application for collocation, BellSouth will make the requested conduit space available for installing a second entrance facility to MCIIm's arrangement. The location of the serving manhole(s) will be determined at the sole discretion of

BellSouth. Where dual entrance is not available due to lack of capacity, BellSouth will so state in the Application Response.

7.21.3 Shared Use. MCIIm may utilize spare capacity on an existing Interconnector entrance facility for the purpose of providing an entrance facility to another MCIIm collocation arrangement within the same BellSouth Central Office.

7.21.4 Splicing in the Entrance Manhole. Although not generally permitted, should MCIIm request a splice to occur in the entrance manhole(s), BellSouth, at its sole discretion, may grant such a request, provided that BellSouth will not unreasonably withhold approval of requests to make such a splice. All work performed in manholes shall adhere to the requirements of Attachment 6 (Rights of Way) of this Agreement.

7.21.5 Floor Space. The floor space charge includes reasonable charges for lighting, heat, air conditioning, ventilation and other allocated expenses associated with maintenance of the Central Office but does not include amperage necessary to power MCIIm's equipment. When the Collocation Space is enclosed, MCIIm shall pay floor space charges based upon the number of square feet so enclosed. When the Collocation Space is not enclosed, MCIIm shall pay floor space charges based upon the following floor space calculation: [(depth of the equipment lineup in which the rack is placed) + (0.5 x maintenance aisle depth) + (0.5 x wiring aisle depth)] X (width of rack and spacers). For purposes of this calculation, the depth of the equipment lineup shall consider the footprint of equipment racks. No part of any apparatus attached to the rack shall extend horizontally beyond the front or rear edges of the front and rear base or guardrail of the rack. Rack depth is measured between the leading edges of the front and rear base or guardrails. If any equipment attached to the rack would otherwise extend beyond the front or rear edges of the front and rear base or guardrail of the rack, MCIIm shall provide and install guardrail extenders. BellSouth will assign unenclosed Collocation Space in conventional equipment rack lineups where feasible. In the event MCIIm's collocated equipment requires special cable racking, isolated grounding or other treatment which prevents placement within conventional equipment rack lineups, MCIIm shall be required to request an amount of floor space sufficient to accommodate the total equipment arrangement. Floor space charges are due beginning with the date on which BellSouth releases the Collocation Space for occupancy or on the date MCIIm first occupies the Collocation Space, whichever is sooner.

7.22 Certified Vendors

7.22.1 BellSouth shall provide MCIm with a list of BellSouth certified vendors for performance of work required or permitted under this Agreement. BellSouth shall indicate on the list what types of work each vendor is certified to perform. BellSouth shall provide MCIm with the specifications and training requirements necessary for a vendor to become BellSouth certified, and such specifications and training requirements shall be the same that BellSouth uses to certify its own vendors. If MCIm submits documentation to BellSouth that a proposed vendor, including MCIm, meets the specifications and training requirements, BellSouth shall consider that vendor for certification. Upon request from MCIm, BellSouth shall provide MCIm updates to the list of BellSouth certified vendors as vendors. MCIm's BellSouth certified vendor shall bill MCIm directly for all work performed for MCIm pursuant to this Attachment and BellSouth shall have no liability for nor responsibility to pay such charges imposed by the certified vendor.

7.22.2 MCIm's Equipment and Facilities. MCIm, including when using a BellSouth certified vendor, is solely responsible for the design, engineering, installation, testing, provisioning, performance, monitoring, maintenance and repair of the equipment and facilities owned by MCIm or leased by MCIm from a third party. Such equipment and facilities may include but are not limited to cable(s), equipment, and point of termination connections.

7.23 Janitorial Service. Each Party shall be responsible for the general upkeep and cleaning of its respective space.

7.24 Mechanic's Liens If any mechanic's lien or other liens shall be filed by a third party against property of either party (BellSouth or MCIm), or any improvement thereon by reason of or arising out of any labor or materials furnished or alleged to have been furnished or to be furnished to or for the other Party or by reason of any changes, or additions to said property made at the request or under the direction of the other Party, the other Party directing or requesting those changes shall, within thirty (30) days after receipt of written notice from the Party against whose property said lien has been filed, either pay such lien or cause the same to be bonded off the affected property in the manner provided by law. The Party causing said lien to be placed against the property of the other shall also defend, at its sole cost and expense, on behalf of the other, any action, suit or proceeding which may be brought for the enforcement of such liens and shall pay any damage and discharge any judgment entered thereon.

7.25 Inspections. BellSouth may conduct an inspection if MCIm adds equipment and may otherwise conduct routine inspections at reasonable intervals mutually agreed upon by the Parties. BellSouth shall provide MCIm with a minimum of forty-eight (48) hours or two (2) business days, whichever is greater, advance notice of all such inspections. All costs of such inspection shall be borne by BellSouth.

7.26 Eminent Domain. If the whole of a Collocation Space or Adjacent Arrangement shall be taken by any public authority under the power of eminent domain, then this Attachment shall terminate with respect to the affected Collocation Space or Adjacent Arrangement as of the day possession shall be taken by such public authority and rent and other charges for the Collocation Space or Adjacent Arrangement shall be paid up to that day with proportionate refund by BellSouth of such rent and charges as may have been paid in advance for a period subsequent to the date of the taking. If any part of the Collocation Space or Adjacent Arrangement shall be taken under eminent domain, BellSouth and MCIm shall each have the right to terminate this Attachment with respect to the affected Collocation Space or Adjacent Arrangement and declare the same null and void, by written notice of such intention to the other party within ten (10) days after such taking.

7.27 Nonexclusivity. MCIm understands that this Attachment is not exclusive and that BellSouth may enter into similar agreements with other parties. Assignment of space pursuant to all such agreements shall be determined according to Applicable Law.

Section 8. Insurance

8.1 Insurance requirements for collocation are subject to the provisions of subsection 11.7 of Part A of this Agreement.

Section 9. Technical References

9.1 BellSouth shall comply with generally accepted industry practices.

ADJACENT COLLOCATION

SPECIFICATIONS

General Requirements:

1. The area requested by the collocator must include sufficient space for maintenance, access and emergency power.
2. A cable splice is required at the Central Office vault to bond for lightning protection unless Dielectric Fiber Cable is used.
3. Each collocator must have a separate duct entrance into the vault.
4. The entrance and riser cables, along with vault splices will be maintained by BellSouth.
5. If unique splicing tools or testing equipment are required by the collocator, the collocator is responsible for providing the desired tools and equipment.
6. The entrance point for smaller offices that do not have vaults will be determined by the BellSouth Outside Plant Engineer based on availability and existing conditions.
7. The collocator is not allowed to create physical entry points into manholes, such as, drilling holes in the manhole wall to place cable knockouts, lateral ducts, etc.
8. The collocator must provide BellSouth with pre-terminated, fire retardant cable to be placed from the vault splice to the designated central office bay.
9. The method of providing power to the collocator shall be as allowed by the local authority having jurisdiction and all applicable laws, codes and standards apply. This is site specific and specifications will be designated by BellSouth with the Application Response.
10. Above ground building structures must comply with Telcordia's Generic Requirements for Telecommunications Huts (GR 43-CORE).
11. Below ground structures must be Controlled Environment Vaults (CEVs) that comply with Telcordia's Generic Requirements for Controlled Environmental Huts (GR 26-CORE).
12. The materials added on all new construction shall be in compliance with applicable law.
13. Collocator's certified contractor must restore the grounds to their original condition.

ENVIRONMENTAL AND SAFETY PRINCIPLES

The following principles provide basic guidance on environmental and safety issues when applying for and establishing Physical Collocation arrangements.

1. GENERAL PRINCIPLES

1.1 Compliance with Applicable Law. BellSouth and MCIm agree to comply with applicable federal, state, and local environmental and safety laws and regulations including U.S. Environmental Protection Agency (USEPA) regulations issued under the Clean Air Act (CAA), Clean Water Act (CWA), Resource Conservation and Recovery Act (RCRA), Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), Superfund Amendments and Reauthorization Act (SARA), the Toxic Substances Control Act (TSCA), and OSHA regulations issued under the Occupational Safety and Health Act of 1970, as amended and NFPA and National Electrical Codes (NEC) and the NESC (“Applicable Laws”). Each party shall notify the other if compliance inspections are conducted by regulatory agencies and/or citations are issued that relate to any aspect of this agreement.

1.2 Notice. BellSouth and MCIm shall provide notice to the other, including Material Safety Data Sheets (MSDSs), of known and recognized physical hazards or Hazardous Chemicals existing on site or brought on site. Each party is required to provide specific notice for known potential Imminent Danger conditions. MCIm may contact 1-800-743-6737 to obtain an MSDS for a specific chemical used by BellSouth at the facility.

1.4 Environmental and Safety Inspections. BellSouth reserves the right to inspect the MCIm space with proper notification. BellSouth reserves the right to stop any MCIm work operation that imposes Imminent Danger to the environment, employees or other persons in the area or Facility.

1.5 Hazardous Materials Brought On Site. For any hazardous materials brought into, used, stored or abandoned at the BellSouth Premises by MCIm, MCIm is responsible for the proper handling and disposal of these materials, provided, however, that if MCIm uses a hazardous material not owned or controlled by MCIm, then MCIm shall not be responsible for that portion of such hazardous material in excess of the portion actually used or spilled by MCIm. Without prior written BellSouth approval, no substantial new safety or environmental hazards can be created by MCIm or different hazardous materials used by MCIm at a BellSouth Facility. MCIm must have adequate emergency response capabilities for its materials used or remaining at the BellSouth Facility.

1.6 Spills and Releases. When contamination is discovered at a BellSouth Premises, the party discovering the condition must notify BellSouth. All spills or releases of regulated materials will immediately be reported by MCIIm to BellSouth.

1.7 Coordinated Environmental Plans and Permits. BellSouth and MCIIm will coordinate plans, permits or information required to be submitted to government agencies, such as emergency response plans, spill prevention control and countermeasures (SPCC) plans and community reporting. If fees are associated with filing, BellSouth and MCIIm will develop a cost sharing procedure. If BellSouth's permit or EPA identification number must be used, MCIIm must comply with all of BellSouth's permit conditions and environmental processes, including environmental "best management practices (BMP)" (see Section 2, below) and/or selection of BellSouth disposition vendors and disposal sites.

2. CATEGORIES FOR CONSIDERATION OF ENVIRONMENTAL ISSUES

When performing functions that fall under the following Environmental categories on BellSouth's Premises, MCIIm and BellSouth shall comply with the applicable sections of the current issue of BellSouth's Environmental and Safety Methods and Procedures (M&Ps), attached to this Exhibit and incorporated herein by reference. MCIIm and BellSouth shall ensure that their respective employees, agents, and/or subcontractors are knowledgeable of and comply with those provisions of BellSouth's Environmental M&Ps which apply to the specific Environmental function being performed by that Party, its employees, agents and/or subcontractors.

The most current version of reference documentation must be requested from BellSouth.

2. Categories for Consideration of Environmental Issues (cont.)

| ENVIRONMENTAL CATEGORIES | ADDRESSED BY THE FOLLOWING DOCUMENTATION |
|--|---|
| Disposal of hazardous material or other regulated material (e.g., batteries, fluorescent tubes, solvents & cleaning materials) | Std T&C 450 GU-BTEN-001BT, Chapter 4 Std T&C 660-3 GU-BTEN-001BT, Chapter 10 |
| Emergency response | GU-BTEN-001BT, Chapter Building Emergency Operations Plan (EOP) (specific to Premises) |
| Contract labor/outsourcing for services with environmental implications to be performed on BellSouth Premises (e.g., disposition of hazardous material/waste; maintenance of storage tanks) | Std T&C 450 Std T&C 450-B (Contact E/S or your DEC/LDEC for copy of appropriate E/S M&Ps.) Std T&C 660 |
| Transportation of hazardous material | Std T&C 450 GU-BTEN-001BT, Chapter 4 Std T&C 660-3 GU-BTEN-001BT, Chapter 10 |
| Maintenance/operations work which may produce a waste Other maintenance work | Std T&C 450 GU-BTEN-001BT, Chapter 10 29CFR 1910.147 29CFR 1910 Subpart O |
| Janitorial services | P&SM Manager - Procurement GU-BTEN-001BT, Chapter 4, GU-BTEN-001BT, Chapter 3 BSP 010-170-001BS (Hazcom) |
| Manhole cleaning | Std T&C 450 Std T&C 660-3 BSP 620-145-011PR Issue A, August 1996 GU-BTEN-001BT, Chapter 10 RL9706008BT |
| Removing or disturbing building materials that may contain asbestos | GU-BTEN-001BT, Chapter 3 |

3. DEFINITIONS

Generator. Under RCRA, the person whose act produces a Hazardous Waste, as defined in 40 CFR 261, or whose act first causes a Hazardous Waste to become subject to regulation. The Generator is legally responsible for the proper management and disposal of Hazardous Wastes in accordance with regulations.

Hazardous Chemical. As defined in the U.S. Occupational Safety and Health (OSHA) hazard communication standard (29 CFR 1910.1200), any chemical which is a health hazard or physical hazard.

Hazardous Waste. As defined in Section 1004 of RCRA.

Imminent Danger. Any conditions or practices at a facility which are such that a danger exists which could reasonably be expected to cause immediate death or serious harm to people or immediate significant damage to the environment or natural resources.

Spill or Release. As defined in Section 101 of CERCLA.

4. ACRONYMS

DEC/LDEC - Department Environmental Coordinator/Local Department Environmental Coordinator

GU-BTEN-001BT - BellSouth Environmental Methods and Procedures

EVET - Environmental Vendor Evaluation Team

P&SM - Property & Services Management

Std. T&C - Standard Terms & Conditions

NESC - National Electrical Safety Codes

MICROWAVE COLLOCATION

Where technically feasible, BellSouth will provide for physical collocation of MCIIm's microwave equipment on the roofs of BellSouth's Central Office Buildings. Such equipment will be limited to that necessary for interconnection of MCIIm's network facilities to BellSouth's network or access to BellSouth's unbundled network elements.

Microwave Collocation includes placement of supporting masts, non-penetrating roof mounts ("NPRM"), penetrating pipe stands, parapet mounts, and microwave antenna(e) on the roof top or other suitable exterior spaces of BellSouth's Central Offices and does not include the construction of towers. The Parties will work together to determine the preferable type of antenna mount reasonably considering such factors as permitting requirements, roof maintenance issues and any other relevant factors. BellSouth shall have final approval of the type of antenna mount. The Parties agree that the elements listed below reflect requirements for Microwave Collocation, which shall be provided in accordance with the terms and conditions set forth below, and at the rates set forth in Attachment 1 of this Agreement. As used in this Agreement, "microwave" means those services contemplated by Part 21 of the FCC's regulations. The Parties acknowledge that Microwave Collocation requires unobstructed line-of-sight. Unobstructed line-of-sight will be provided by BellSouth where technically feasible but is not guaranteed to be available. MCIIm accepts the responsibility of determining unobstructed line-of-sight at any location where MCIIm's applies for Radio Collocation.

1. PROVISIONING PROCESS AND FEES**A. Initial Site Visit**

MCIIm will provide a Site Visit Request to BellSouth, in writing, setting forth the names of the BellSouth Central Office Building(s) MCIIm wishes to visit for potential Microwave Collocation. Such site visit consists of MCIIm representatives and appropriate BellSouth personnel visiting a BellSouth Central Office building for the purpose of determining whether an unobstructed line-of-sight is technically feasible. MCIIm will be responsible for making an unobstructed line-of-sight determination. Such Site Visit does not obligate MCIIm to request, or BellSouth to provide, Microwave Collocation on the site. The site visit will take place within fifteen (15) business days of receipt by BellSouth of MCIIm's Site Visit Request or as soon thereafter as can be scheduled by the Parties.

MCIIm will submit a Site Visit Request fee as set forth on Attachment 1 of this Agreement and will pay for the reasonable cost BellSouth incurs for travel, if necessary, for each site

requested with each Site Visit not to exceed two hours. Charges for site visits that take longer than two (2) hours will be charged by BellSouth to MCIIm at BellSouth's loaded labor rates on a per hour basis in addition to the \$250.00 fee. BellSouth will make every effort possible to use resources near the requested location to minimize travel required. If BellSouth determines that airline travel is required, BellSouth will contact MCIIm in an effort to discuss possible alternatives.

B. **Microwave Collocation Application**

This provision shall coincide with provisions under Section 6 and 7 of the collocation agreement.

BellSouth will respond to Microwave Collocation Application(s) pursuant to Section 6 of this Agreement.

MCIIm shall submit the Application and Inquiry document and appropriate collocation application fee pursuant to Attachment 1 of this Agreement, in addition to a Microwave Collocation Attachment for each central office building where MCIIm seeks Microwave Collocation. This application and fees will apply both to space on the roof as well as space inside the BellSouth central office.

MCIIm shall provide BellSouth with the following data, where applicable, on the application to the extent available recognizing that certain information may change depending on the final determination of the location providing line of sight:

- Type of antenna mount (pipe, NPRM)
- Type of equipment to be collocated within MCIIm's case (vendor, capacity)
- Line of sight requirements (Azimuth)
- Relevant information includes: Station Name, Call Sign, Latitude, Longitude, Primary Antenna Type, Equipment Type, Equipment Emission, Power (dBm/Watts), Receive Level (dBm), EIRP (dBm/Watts), Transmit Frequency (MHz)
- WEIGHT AND CONFIGURATION
- Other relevant information as identified at the INITIAL site visit.

Roof Inspection: BellSouth may require a roof inspection at any site where MCIIm requests Microwave Collocation. MCIIm will bear the reasonable cost of the inspection including reasonable travel cost if any. BellSouth intends to use an independent contractor which may be accompanied by BellSouth personnel. The roof inspection fee shall be assessed on an individual case basis unless negotiated as a flat rate by the Parties. Such Roof Inspection does not obligate BellSouth to provide Microwave Collocation on the site.

If BellSouth concludes that rooftop/exterior space which provides MCIIm with unobstructed line-of-sight does not appear to be technically feasible, BellSouth will provide MCIIm a written explanation of such technical infeasibility within thirty (30) business days of BellSouth's receipt of the collocation application including those cases where BellSouth's known business plans provide for or include an addition to the building which would impact the line of sight. This explanation will be included in the response to MCIIm's application.

Escorted access to the roof will be provided as necessary by BellSouth pursuant to subsection 7.6 of this Agreement. BellSouth or its designated subcontractors shall perform all necessary work associated with the Microwave Collocation arrangement involving power and building modifications unless otherwise agreed to by the Parties. All work performed shall be done by a BellSouth certified vendor as referenced in provision 6.5 in the Collocation Agreement unless the Parties agree that another certified vendor will be used. The Parties acknowledge that MCIIm may become a certified vendor.

If rooftop/exterior space is available BellSouth shall provide MCIIm an estimate for such Microwave collocation as described more fully in provision 1.C at the same time BellSouth provides its interior collocation space quote.

C. Preparation of Estimate / Application Response

Within thirty (30) business days of receiving from MCIIm a single complete and accurate Application and Inquiry document, BellSouth will provide, as more fully described below, an estimate including an estimate for the Monthly Recurring Charges pursuant to the rates set forth in Attachment 1 of this Agreement.

The estimate shall reflect the specifications submitted by MCIIm and may change based on the actual field conditions encountered during construction.

(2) Estimate:

- (a) The Estimate /Application Response shall set forth separate estimated charges for the following work related to the installation of the Microwave Antenna Arrangement.

(i) **Architectural Plan and Structural Review:**

This shall be the reasonable sum of hourly charges of BellSouth Architects or its contractors necessary to review the plans for the Microwave Collocation Arrangement. This will include applicable consulting charges and fees for reviewing permitting material and/or assisting MCIIm in the permitting process to the extent required.

(ii) **Permitting Review:**

This shall be the sum of the hourly charges of BellSouth Property and Services Management and/or Project Managers whose time was reasonably necessary and actually spent reviewing permitting material and/or assisting MCIIm in the permitting process. BellSouth shall have final approval authority on all proposed conditions, (which shall not be unreasonably withheld) imposed by relevant jurisdictions and BellSouth shall have the right to be represented at all hearings in connection with governmental approvals.

(iii) **Exterior (and Related Interior) Building Modification Work:**

BellSouth will include a quote for BellSouth to perform coring within the Central Office, roof strengthening or any other exterior or related interior building modification that may be required.

(iv) **Supervision of General Contractor:**

This shall be the reasonable sum of the hourly charges, if necessary, of any BellSouth Property and Services Management personnel, Consultants, or Project Managers who monitor the Microwave Antenna Support Structure installation performed by MCIIm's contractor. The level of BellSouth's personnel or consultants shall be commensurate with the requirements for supervising the project and monitoring construction.

(v) **Special Security Construction:**

If BellSouth demonstrates that new secure access to the Microwave Collocation location is reasonably necessary, the costs associated with the construction of such access shall be described on a separate schedule to be provided by BellSouth to MCIIm.

(b) **Recurring Charges**

These consist of:

(i) Monthly Recurring Roof-Top Space Rental Fee:

The Monthly Recurring Roof-Top Space Rental Fee shall be on a per square foot basis with a minimum of 12 square feet per radio arrangement as set forth in Attachment 1 of this Agreement. MCIIm is limited by building and structural support constraints for determining the number of antenna(e) which can be placed on a roof mount, pipe stand, or parapet

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mount. The diameter of the microwave antenna(e) will be subject to a height limitation of twenty (20) feet above the building or point of attachment, subject to line-of-sight, safety, and structural engineering guidelines, (e.g., weight, wind load). Such equipment will be subject to a structural analysis to be performed by BellSouth's Structural Engineer at MCIm's sole expense, to ensure that the equipment does not overload the building structure. If any structural reinforcement is required in order to accommodate the placement of the requested diameter and height of such microwave antenna(e), MCIm will not be allowed to place such microwave antenna(e). MCIm agrees that the height of the structure will be no greater than the minimum required to accommodate line of sight requirements. At no time shall an antenna(e) be directed across open roof space without approval of BellSouth which shall not be unreasonably withheld.

The billing for the Rooftop Space Rental Fee shall begin the date the interior and rooftop space preparation activities are complete and the space is made available to MCIm, or the date MCIm first begins the Rooftop radio equipment installation, whichever is sooner. BellSouth will work with MCIm to avoid unreasonable time differences between the completion of rooftop space preparation and interior collocation space construction.

All estimates shall be valid for thirty (30) days from issuance, and MCIm shall accept, reject or request changes within such time period, unless an extension is requested in writing by MCIm and agreed to by BellSouth. Such extension will not exceed thirty (30) days. To accept an estimate, MCIm shall so state in writing and shall pay BellSouth 50% of the total estimated charges ("Initial Payment") with the balance of the actual charges due upon completion of the Microwave Collocation area and any necessary supporting electrical or building modification work. Payment requirements will be commensurate with Attachment 1 of this Agreement.

D. Pre-Design Meeting

Unless otherwise agreed to by the Parties, a joint planning meeting or other method of joint planning between BellSouth and MCIIm will commence within a maximum of fifteen (15) business days from BellSouth's receipt of a Bona Fide Firm Order and the payment of agreed upon fees. At such meeting, the Parties will agree to the preliminary design of the Microwave Collocation Space and the equipment configuration requirements as reflected in the Application and affirmed in the Bona Fide Firm Order. The Collocation Space Completion time period will be provided to MCIIm during the joint planning meeting or as soon as possible thereafter. BellSouth will complete all design work following the joint planning meeting. This will be the same meeting that takes place for the interior collocation arrangement.

E. Equipment and Testing:

MCIIm shall be responsible for providing, at its sole expense, the antenna(e), coaxial cable, brackets, connectors, support structure, grounding and bonding materials, and weather-proofing materials for such support structure or antenna(e) required for the Microwave Collocation. MCIIm shall also be solely responsible for final adjustments (e.g., pointing) of the antenna(e).

F. Use Permits:

MCIIm shall be responsible for obtaining all relevant Use Permits ("UP") and shall bear all costs and fees. MCIIm shall regularly apprise BellSouth of the status of such permitting and consult with BellSouth as reasonably necessary.

2. NO PROPERTY RIGHT CONFERRED

Notwithstanding anything contained herein to the contrary, Microwave Collocation shall not confer or be deemed to confer any property interest or right in BellSouth's property, and MCIIm hereby acknowledges that the rights conferred hereunder shall constitute merely a non-exclusive license to use a portion of BellSouth's property solely for the purposes set forth herein. A limit

of two (2) MCIIm Microwave Collocation arrangements per Central Office will be permitted unless otherwise agreed to by the Parties.

Title to MCIIm's Microwave Collocation equipment shall remain in MCIIm as the property of MCIIm and shall not become fixtures to BellSouth's property.

3. RESPONSIBILITY OF THE PARTIES

- A. MCIIm shall obtain any and all applicable and necessary permits, variances, licenses, approvals and authorizations from the governmental agencies with jurisdiction, including without limitation, use permits and buildings permits. FCC licenses and FAA approval, if required, to operate and maintain MCIIm's facilities during the Term of this Agreement.
- B. MCIIm shall not use BellSouth's property or permit MCIIm's agents or contractors to do anything in or about the Central Office(s) in conflict with any applicable law affecting the condition, use or occupancy of the property or the installation, operation or maintenance of MCIIm's Microwave Collocation equipment. MCIIm shall not commit any public or private nuisance or any other act or practice which might or would materially disturb the quiet enjoyment of any occupant of nearby properties.
- C. Where BellSouth performs any of the work pursuant to the quotes set forth in 1.C.(2)(a) of this Exhibit C, BellSouth shall select the architect, engineers, surveyors, contractors, suppliers, consultants and subcontractors which may be necessary to develop plans, furnish materials and equipment, and perform construction work. BellSouth shall manage all such work in accordance with the plans and specifications approved by the Parties, all applicable laws, codes and regulations, and shall require that all contractors perform their work in a good workmanlike manner. BellSouth shall require that all BellSouth Contractors include MCIIm as an Additional Insured to any policies of insurance maintained by the Contractor for purposes of the work, and shall indemnify MCIIm from losses, costs and expenses incurred as a result of contractor's work. MCIIm hereby acknowledges and agrees that BellSouth shall not be liable for the work performed, material, supplies, or work products furnished by any contractor, and that MCIIm shall look solely to the contractor and any warranties, indemnification or insurance furnished by such Contractor, waiving and releasing BellSouth from any claim or liability therefrom except to the extent of the negligence

or willful misconduct of BellSouth in the performance of its project management activities.

- d. Notwithstanding any other provision of this Attachment, MCIIm hereby acknowledges that BellSouth may have existing wireless communications facilities of its own or of other tenants or licensees on or at BellSouth's Central Office, and/or BellSouth may desire from time to time throughout the term of this Agreement to enter into agreements with other wireless communications providers for the installation, operation and maintenance of communications facilities on or at BellSouth's Property ("Other Wireless Carriers"). MCIIm shall cooperate with BellSouth and all Other Wireless Carriers so as to reasonably accommodate the needs and requirements of such Other Wireless Carriers with respect to the installation, operation, use and maintenance of their equipment and facilities, and all necessary alterations, modifications and other improvements to BellSouth's property, including utility connections and access. Subject to ownership of any exclusive frequency rights, MCIIm's facilities shall not physically, electronically, or inductively interfere with the existing BellSouth or other customers' or tenants' existing facilities. Each transmitter individually and all transmitters collectively at a given location shall comply with appropriate federal, state, and/or local regulations governing the safe levels of RF radiation. The foregoing obligations shall apply equally to all Other Wireless Carriers.
- e. In the event MCIIm desires to relocate any of its then-existing Microwave Collocation facilities to a different place on the relevant BellSouth Central Office rooftop, MCIIm shall submit a new application with a fee to BellSouth specifying the new location MCIIm proposes to occupy. If the relocation does not require BellSouth to expend capital, then a Subsequent Application fee will apply as covered in Exhibit A.
- f. BellSouth shall, within thirty (30) business days of receipt of a complete application, approve such relocation or describe, in writing, why such relocation is not technically feasible.
- G. At its sole cost and expense, MCIIm shall maintain MCIIm's Microwave equipment, including without limitation, all necessary repairs, replacements and restorations. In addition, MCIIm shall keep its Microwave Collocation space in a good, neat, sanitary and workmanlike condition. If, after 10 days of receiving written notice from BellSouth, MCIIm fails to

keep its Microwave Collocation space in such workmanlike condition, BellSouth shall have the right but not the obligation to clean up the space on MCIIm's behalf. In such event, MCIIm shall be liable to BellSouth for the cost and expense of such work, upon written demand.

4. SECURE ACCESS

Pursuant to Section 7 of the Collocation Attachment

5 CABLE PROVISIONING

MCIIm is responsible for providing and running the cable from the radio frequency (RF) equipment to the collocation cage through the use of a BellSouth certified vendor. BellSouth will be responsible for providing any necessary cable support structure at a rate indicated in Attachment 1 of this Agreement. A BellSouth consultant must approve how the cable will be run.

6. LINE OF SIGHT

BellSouth will manage roof space on a first-come /first-served basis. BellSouth will work cooperatively with MCIIm in determining suitable space for MCIIm equipment. Once the parties mutually determine an initial location which provides for line of sight pursuant to 1.c above, MCIIm is guaranteed a clear line of sight from the antenna mount and the edge of BellSouth's roof line. If BellSouth requires a building enhancement modification or through the placement of additional equipment obstructs MCIIm's existing line of sight, BellSouth will work with MCIIm to move the antenna mount or raise the height of the antenna mount for a clear line of sight. The costs of this modification will be borne by BellSouth.

If a third party elects to place equipment on the roof that obstructs an existing line of sight, the third party application will be denied unless all three parties mutually agree to move an existing arrangement to allow for a clear line of sight. The costs of this application will be borne by the third party.

7. ANTENNA MODIFICATIONS

MCIIm is limited to placement of two microwave antenna(e) within the designated space. MCIIm must submit an application with a fee before adding additional equipment to the microwave collocation space or to move equipment outside of designated space. MCIIm may not construct improvements or make Major Alterations to its rooftop space or radio transmission facilities without prior written approval from BellSouth, which will not be unreasonably withheld. BellSouth shall respond to any single request (application) within thirty (30) business days. "Major Alterations" shall include but not be limited to: (i) additional construction by MCIIm of support equipment within its rooftop space, (ii) any modification to the rooftop space. "Major Alterations" shall not include (i) replacement of mounted equipment with like-sized and weight or smaller mounted equipment of similar functionality, (ii) routine repairs and maintenance to such microwave transmission facilities. Additional equipment or movement of existing equipment will require a new application and application fee. Anything outside of normal maintenance may require a subsequent application fee as indicated in Attachment 1 of this Agreement.

8. USE OF ANTENNA SPACE ON OTHER BELL SOUTH TOWERS

Requirements for antenna space on existing towers that are not part of a BellSouth central office will be handled through BellSouth's Master Licensing Process.

9. EQUIPMENT REMOVAL

If, at any time, BellSouth reasonably determines that any of MCIIm's facilities or equipment or the installation of MCIIm's facilities or equipment does not meet the requirements outlined in this Agreement, MCIIm will be responsible for the costs associated with the removal of such facilities or equipment or modification of the facilities or equipment or installation thereof to render it compliant. The removal of equipment must be done by a BellSouth certified vendor. If MCIIm fails to correct any non-compliance with these standards or fails to demonstrate that the equipment is compliant within fifteen (15) days' written notice to MCIIm, BellSouth may have the facilities or equipment removed or the condition corrected at MCIIm's expense. Removal of Microwave

Collocation equipment shall be pursuant to the provisions of the Collocation Attachment to this Agreement.

10. NATURE OF USE

MCIIm equipment must comply with BellCore Network Equipment Building System (NEBS) Requirements, Electromagnetic Compatibility and Electrical Safety Generic Criteria for Network Telecommunication Equipment (TR-NWT-001089), and FCC OET Bulletin 65 dated 08/97. Requirements of provision 5.1 of the Collocation Agreement also apply. The operation of MCIIm's microwave equipment shall comply with all applicable federal and state RF guidelines.

11. POWER REQUIREMENTS FOR RADIO ARRANGEMENT

BellSouth will not provide power or environmental support to the roof space. If BellSouth agrees in response to a specific request by MCIIm to provide power or environmental support to the roof space, MCIIm will bear all associated costs as specified by BellSouth to provide such services. In such case requirements set forth in Section 7 of the Collocation Attachment to this Agreement will apply.

12. GROUNDING AND BONDING

MCIIm at its expense will ensure that any microwave equipment placed on the rooftop collocation space or in the building shall be grounded and bonded according to BellSouth's standards which shall be at a minimum consistent with industry standards. BellSouth agrees that grounding and bonding requirements shall be applied in parity to itself and other Interconnectors for similar types of equipment.

13. COLLOCATION AGREEMENT PROVISIONS

Any provision provided specifically herein shall be in addition to applicable provisions in the Collocation Attachment of this Agreement.

RADIO COLLOCATION RATE ELEMENT DEFINITIONS AND CONDITIONS

Non-recurring charges - Relating to Microwave Roof Equipment

1) **Microwave Preparation Fees**

Architectural Plan and Structural Review
Exterior and Related Interior Building Modification Work
General Contractor Supervision
Special Security Construction

2) **Coring/Cable Support Structure**

Electrical and Building modification work for coring
Weather Proofing
Cable Support Structure

3) **Roof Preparation (if applicable)**

Engineering Study (To develop roof preparation alternatives/costs)

4) **Escort - charge for access to roof**

Charge for access to Roof

Recurring charges - Relating to Microwave Roof Equipment

1) **Roof Space Lease Charge**

Monthly rate for leasing rooftop or other suitable exterior space on BellSouth CO on a per square foot basis.

RADIO COLLOCATION APPLICATION ATTACHMENT

1. Name/Address of Central Office(s)
2. Proposed Rooftop/Exterior Space Location of Microwave Equipment
3. Description of Microwave Equipment
- 4 Other

**AGREEMENT FOR ACCESS TO UNFINISHED COLLOCATION SPACE
CUSTOMER ACCEPTANCE DOCUMENT**

This agreement represents approval and acceptance by the interconnecting party (Customer) of the space provided in the BellSouth Telecommunications Central Office identified below:

Company Name _____

Reference Number _____ Office CLLI Code _____

Street Address _____ City / State / Zip _____

Access to Unfinished Collocation Space

BellSouth will permit Collocator's certified vendor ("Vendor") to access collocation space located within the above referenced central office before the completion of space and infrastructure preparation work for the purpose of initiating equipment installation and for any other lawful purpose subject to the following conditions:

1. Collocator will request access to unfinished collocation space on behalf of Vendor by written notice provided seven (7) calendar days' in advance of the date access is desired.
2. In accessing unfinished collocation space, Vendor will not interfere with the continuation of space preparation work by BellSouth. Space preparation will continue without interruption and according to methods and procedures deemed appropriate by BellSouth in its sole judgment unless BellSouth and Collocator provide otherwise through a writing signed by both.
3. Collocator acknowledges that the presence of Vendor in unfinished collocation space and the installation of equipment in such space creates an additional risk of loss or damage to property and injury or death to persons, which risk could be avoided by deferring Vendor access until completion of all space preparation work. Collocator expressly agrees to assume such additional risk and to release and discharge BellSouth from any loss, liability, claim or cause of action arising from BellSouth's activities in the unfinished collocation space or Vendor's access thereto or the presence of Collocator's equipment therein, unless such loss, liability, claim or cause of action is caused by the negligence or willful misconduct of BellSouth.
4. Unless the loss, liability, claim or cause of action is caused by the negligence or willful misconduct of BellSouth, Collocator will indemnify and save harmless BellSouth from any liabilities, causes of action, lawsuits, penalties, claims or demands (including the costs, expenses and reasonable attorneys' fees on account thereof) that may be made: (a) by anyone for injuries of any kind, including but not limited to personal injury, death, property damage and theft, resulting from BellSouth's activities in the unfinished collocation space or Vendor's access thereto or the presence of Collocator's equipment therein; or (b) by any employee or former employee of Collocator or Vendor or any of their agents or subcontractors for which Collocator's or Vendor's, their agents' or subcontractors' liability to such employee or former employee would otherwise be subject to payments under the state Worker's

Exhibit D

Compensation or similar laws. Collocator, at its own expense, agrees to defend BellSouth, at BellSouth's request, against any such liability, cause of action, lawsuit, penalty, claim or demand. BellSouth will notify Collocator promptly of any written claims or demands against BellSouth for which Collocator is responsible hereunder.

APPROVED / ACCEPTED:

By: _____
Collocator (Print Name) Authorized Signature Title
Date

Customer Acceptance

The signature of the customer in the space provided below represents the following:

1. Customer acknowledges that BellSouth has not completed space and infrastructure work for the location designated for the customer's telecommunications equipment.
2. Customer is satisfied that the space(s) will be completed in a satisfactory, workman-like manner.
3. Customer accepts space as constructed pursuant to Bona Fide Firm Order.
4. Customer acknowledges that they will be charged for the space beginning with the date on which BellSouth releases the Collocation Space for occupancy or on the date the customer first occupies the Collocation Space, whichever is sooner.

APPROVED / ACCEPTED:

By: _____
Collocator (Print Name) Authorized Signature Title
Date

By: _____
BellSouth Rep. (Print Name) Authorized Signature Title
Date

EXHIBIT E

HAZARD COMMUNICATION “RIGHT TO KNOW”

HAZARD COMMUNICATION “RIGHT TO KNOW”

1. Introduction and Applicability

This practice outlines the BellSouth Telecommunications (BST) Hazard Communication Program. This practice replaces all previous issues of BSP 010-170-001.

- Purpose

The Hazard Communication Program is based on a simple concept – that employees have both a need and a right to know the hazards and identities of the chemicals to which they are exposed when working. They also need to know what protective measures are available to prevent adverse effects from occurring. This program is designed to meet BST's responsibilities to its' employees and its contractor, as related to the requirements contained in Occupational Safety and Health Administration (OSHA) Hazard Communications Standard found in 29 CFR 1910.1200.

- Responsibilities

The following responsibilities apply to the Hazard Communication Program at BST:

| Entity | Responsibility |
|---|---|
| Manufacturers, Importers of Hazardous Chemicals | <ul style="list-style-type: none">• Determines the hazards of chemicals and prepare a Material Safety Data Sheets (MSDS) for all hazardous Chemicals• Provides the MSDS to the purchaser of the hazardous chemical |
| Corporate Resources Environmental and Safety Organization | <ul style="list-style-type: none">• manages the MSDS databases through an outside vendor• provides assistance in assessing hazards of chemicals• maintains knowledge of chemicals used at BST• conducts reviews to ensure compliance• provides logistical and technical support to operational departments in completing their responsibilities |
| Hazard Information Services (HIS) 1-800-743-MSDS | <ul style="list-style-type: none">• manages MSDS information• provides work related hazardous chemical information to BST employees and BST vendors• provides home/non work related hazardous chemical information to BST employees |

| | |
|--|--|
| | <ul style="list-style-type: none"> provides actual MSDS upon request |
| Building Emergency Manager | <ul style="list-style-type: none"> receives inventories and posts on bulletin board |
| Entity | Responsibility |
| Supervisors of workers that use and are exposed to chemicals | <ul style="list-style-type: none"> inventories chemicals used in their work group provides new MSDSs to HIS for products purchased outside of official procurement process labels chemicals as appropriate provides training in Hazard Communication calls for disposition of any chemical that is unlabeled and cannot be identified |
| Managers of vendors | <ul style="list-style-type: none"> includes ‘Hazard Communication’ contract language in contractual agreements provides the BST hazardous chemical information to contractors that work in BST workplace and will be using or exposed to chemicals <ul style="list-style-type: none"> obtains MSDS from contractors who bring hazardous chemicals into BST operations where exposure to BST employees is possible ensures appropriate BST/other building occupants are made aware of new chemicals being brought into the workplace |
| Employee | <ul style="list-style-type: none"> follows Hazard Communication training follows information on MSDSs follows precaution on chemical container labeling always wears the proper Personal Protection Equipment (PPE) <ul style="list-style-type: none"> reports unmarked chemical container labeling properly disposes of chemicals if in doubt, always ask the supervisor about the safe use of chemicals calls 1-800 743-MSDS to get more information on companies |
| Procurement | <ul style="list-style-type: none"> obtains MSDS from vendors of products/chemicals prior to contract agreements of ordering provides MSDSs to HIS |
| Contractor/Vendor | <ul style="list-style-type: none"> informs their employees of BST hazardous chemicals <ul style="list-style-type: none"> notifies BST of any chemical brought into the company by submitting MSDS to Contract Manager (required prior to using chemicals) prepares Method of Procedure (MOP) for any unusual use of chemicals in BST buildings contacts HIS for MSDS information. |

- Applicability

This program is applicable to certain chemicals and certain work functions. Use the following tables to determine each work group's applicability.

(a) Functions

Each work group should determine if they are included according to the following work functions:

| ns | ption |
|----|---|
| d | <ul style="list-style-type: none"> • employees that “use” hazardous chemicals during normal work operations, non-routine tasks or during emergencies (Use” means to package, handle, react, or transfer chemicals) |
| ed | <ul style="list-style-type: none"> • warehousing functions for chemicals that are stored and remain sealed*** • activities that do not use hazardous chemicals and do not have a potential to be exposed to hazardous chemicals that other work groups use. |

NOTE: ***Basically, employers having these types of work operations need only keep labels on containers as they are received; maintain material safety data sheets that are received, and give employees access to them; and provide information and training for employees. Employers do not have to have written hazard communication programs and lists of chemicals for these types of operations.

(b) Chemicals

The hazardous nature of the chemical, the potential for exposure, and how the chemical is used are the factors which determine whether a chemical is covered under this program. The following Step/Action table summarizes this information for BellSouth.

| STEP | ACTION | |
|-------|--|--|
| Start | Consider all chemicals in all physical forms – liquids, solids gases, vapors, and fumes. | |
| | Is the chemical hazardous? If NO, STOP here, you do not have to inventory this chemical If YES, go to Step 2 | |
| | Identifying Hazardous Chemicals: These are chemicals that are caustic, toxic, explosive and/or have the following health affects: | |
| | Health Affects | Examples |
| | Causes acute (immediate) health problems, such as | <ul style="list-style-type: none"> • sulfuric acid found in |

| | | |
|--|--|---|
| | rashes or skin burns that show up immediately after contact | batteries • hydrochloric acid |
| | causes chronic (long term) health problems that develop from repeated exposure | • lead • asbestos • halons (fire extinguishers) |
| | may cause injury due to immediate release of pressure | • compressed gases |
| | may cause a dangerous reaction if mixed with air, water, heat or cold | not likely to occur at BellSouth |
| | Is the chemical used in the same manner as it would be used at home (this is a consumer product). If YES, Do NOT inventory this chemical. If NO, go to Step 3. | Consumer Products; Generally these are products that have a UPC (uniform product code) on the container, E.g., wasp spray, spray paint, white-out, cleaners, etc. |
| | Does the chemical offer potential for exposure? If NO, Do NOT inventory this chemical. If YES, go to Step 4. | Those that don't cause exposure include manufactured items that do not release or otherwise result in exposure to a hazardous chemical under normal • equipment frames • building materials |

| | | |
|--|---|---|
| | Is the chemical a hazardous waste (responsibilities are addressed under other EPA requirements) If YES, Do NOT inventory this chemical. If NO, go to Step 5 | • lead waste • mercury waste • spent solvents |
| | Inventory this chemical | • sulfuric acid in batteries • fuel in tanks • asbestos, etc. |
| | Go back to step 1 for each additional chemical | |

NOTE: Although the regulations outline the above chemical applicability, BellSouth will still maintain in the HIS database, all MSDSs of products purchased. Employees can obtain information about any of these products by calling 1-800-743-MSDS.

- BellSouth Program Components

BellSouth's program includes the following components. The details are covered in the appropriate section.

| Component | Who Does It | For More Information, see Section |
|--|---|-----------------------------------|
| Program Development/Maintenance | <ul style="list-style-type: none"> • Corporate Resources • Environmental Safety | |
| Inventory of Hazardous Chemicals | <ul style="list-style-type: none"> • Supervisor of work function | |
| Material Safety Data Sheets (MSDSs) | <ul style="list-style-type: none"> • Procurement • Anyone who purchases a chemical • Vendors/Contractors | |
| Labeling of Chemicals | <ul style="list-style-type: none"> • Manufacturers/supplier • Supervisor • Employee using chemical | |
| Training | <ul style="list-style-type: none"> • Supervisor | |
| Posting of Information | <ul style="list-style-type: none"> • Supervisor • Corporate Resources • Environmental/Safety | |
| Contractor Responsibilities | <ul style="list-style-type: none"> • Vendor Manager • Contractor | |
| Hazard Chemical Disposal | <ul style="list-style-type: none"> • Employees • Hazardous Material Disposition (HMD) | |
| Hazard Communication Compliance Review | <ul style="list-style-type: none"> • Corporate Resources • Environmental Safety/Responsible Department | |

2. Program Development and Maintenance

The overall management of the BST Hazard Communication Program is the responsibility of the Corporate Resources Environmental /Safety organization. A copy of this document is available, upon request, to employees, their authorized representatives, and any Federal, State or local governmental agency.

3. Inventory and Hazardous Chemicals

A Hazardous Chemical Inventory indicating the presence of hazardous chemicals used during work activity must be conducted by the end of June of each year. The purpose of this inventory is to account for hazardous chemicals used so that proper training on the hazards of the chemicals can occur. If a chemical is discovered in the inventory that has not previously been identified and the chemical is actually used by a work group or otherwise causes exposure, the supervisor must train all affected employees on the chemical immediately.

3.1 Completing the Inventory

The completion of the inventory should be accomplished by each work group for those chemicals that are actually used by that group. Chemicals to be considered actually could be used at a BST building, or transported by a technician and used at a work site away from the BST building. (Note-warehoused chemicals do not have to be inventoried.)

A copy of the inventory is shown in Exhibit 2. The following items on the inventory must be completed:

- Building Address/GLC
- Product Name
- Manager who conducted the inventory
- Title
- Date(s)

The number of containers and container size is optional. This inventory will be used as a basis for all subsequent training in the use of the listed Hazardous chemicals.

3.2 Typical Inventories

BellSouth does not use a wide range of chemicals that meet the hazardous chemical applicability (see Section 1.3.2) The following table list the chemicals that would apply to typical buildings and work functions at BellSouth. All buildings should include halons (found in fire extinguishing) as a part of the inventory.

NOTE: The below listed chemicals are examples only, based on previous BellSouth Inventories. BST is still responsible for identifying chemicals used by specific work groups/buildings.

| Building | Work Group | Hazardous Chemicals |
|-----------------|--------------|---|
| Central Offices | Power | <ul style="list-style-type: none">• Lead acid• Diesel fuel in storage tank |
| | Switching | <ul style="list-style-type: none">• solvents• cleaners |
| Work Centers | Construction | <ul style="list-style-type: none">• Encapsulants (BiphenY methane di-isocyanate) |

| | | | |
|--|------------------------------|---|---|
| | | (MDI) & polyurethane) <ul style="list-style-type: none"> • B-25 Epoxy Catalyst & Resin • C pressure testing Concentrate • Compound Plugging PR868 | |
| | Installation and Maintenance | <ul style="list-style-type: none"> • MAPP, Actylene, propane and gas • Nicad batteries • Lead acid batteries | |
| Garages | Fleet | <ul style="list-style-type: none"> • oils , transmission fluid • solvents • cleaners • fuel | |
| Administrative | Engineering | <ul style="list-style-type: none"> • same reproduction chemicals | |
| All Buildings | Building Maintenance | <ul style="list-style-type: none"> • Zero ice melt • Genetron R-11 Refrigerant • Halons • Trichlorotrifluoroethane • Monoclorodiflouromethane • Molybdenum disulfide • Sodium hydroxide • Potassium hydroxide | |
| Examples of Chemicals that DO NOT need to be inventoried | Any work group | <ul style="list-style-type: none"> • Pentel correction • pens • Stamp pads • Glass cleaner • Liquid paper • Raid Ant & Roach spray • 3M desk cleaner | <ul style="list-style-type: none"> • Lysol disinfectant • Liquid Paper thinner • Ajax • Keyboard cleaner • Baking soda • Typewriter ribbons |

3.3 Inventory Process

The management of each department is required to make a physical inventory at each work location. All departments must complete the inventory, even if the inventory form states “nothing to report”. The following process applies to conducting the annual chemical inventory.

| Step | Action |
|------|---|
| 1 | Human Resources and Corporate Services Environmental and Safety will be responsible for distributing the inventory forms to the departments in electronic form. |

| | |
|---|---|
| 2 | The supervisor/manager will inventory the chemicals used in their work functions |
| 3 | Once the inventory is complete the supervisor in each work group should keep a copy of their inventory and provide another copy to the Building Emergency Manager for that building |
| 4 | The Building Emergency Manager will compile all inventories with the other work group inventories and post on the official company bulletin board (see section 7.0) |
| 5 | Environmental and Safety will conduct random compliance reviews to determine adequacy in the inventory |
| 6 | Deficiencies in the inventory will be the responsibility of the deficient Department |

NOTE: Different work groups in a building can elect to appoint a manager in the Building to manage this inventory collection and posting. However, each work group is ultimately responsible for training and the safe use of hazardous chemicals in their respective groups.

NOTE: It is permissible for a specific work group (such as fleet) to prepare a regional inventory indicating standard items purchased. Each location, however, is required to include any specific items used at that location.

4. Material Safety Data Sheets (MSDSs)

A “Material Safety Data Sheet” is the document used to convey chemical hazards to the Buyer and/or user of a product. It is prepared by the manufacturer after a thorough

4.1 Introducing MSDSs into BST

MSDSs are obtained through three primary sources. The sources are BST Procurement, BST purchases outside procurement (BST-other) and through BST vendors. The following table explains this process for each source.

| Source | Process |
|-----------------|---|
| BST Procurement | The BST Supply Chain Management organization is responsible for obtaining and reviewing the MSDSs on all products purchased by the Procurement department and forwarding it to Hazard Information Services (HIS). |
| BST – other | If products/chemicals are purchased outside of the BST Procurement Organization, the individual buyer/department |

| | |
|------------------------|--|
| | of the chemical/product is responsible for obtaining theMSDS and forwarding it to HIS. |
| BST – Contract Vendors | The BST vendor manager is responsible for obtaining theMSDS from his/her vendors and forwarding them to HIS. |

4.2 MSDS Database

BST maintains a complete database of all MSDSs, through an outside vendor. All MSDSs should be forwarded to *HIS* at the address listed below, for inclusion in the database.

Hazard Information Services

8100 34th Avenue South P.O. Box 2309 Minneapolis, MN 55440-1309

Reference – ‘BellSouth Telecommunications’ on the MSDSs

4.3 Obtaining MSDSs from the Database

HIS will provide MSDS via FAX 24 hours a day, 7 days a week. After making their Hazardous Chemical Inventory, managers/supervisors should use this service to obtain the appropriate MSDSs to ensure adequate training is performed on specific hazardous chemicals.

The process to obtain the MSDSs is as follows:

| Step | Action |
|------|---|
| 1 | Call 1-800-743-MSDS (6737) |
| 2 | Tell the HIS responder you work for BellSouth as a vendor or an employee. |
| 3 | The responder will provide information on health/safety risks, as well as any first aid measures. |
| 4 | If the employee needs to review the MSDS, the responder will mail or fax the MSDS upon request |
| 5 | If there is an emergency need for the MSDS, make sure HIS understands to send immediately |

NOTE: HIS is also available to BST employees to answer non-work related questions about hazardous chemicals.

4.4 Components of the MSDSs

The following table presents the components of the MSDS. For the purposes of The Hazard Communication Program training on specific chemicals, focus on the hazardous effects (3,4,5) and recommended protective measures (9).

| Components | Description |
|---|---|
| 1.Chemical Identity | includes any common names. If the product is a mixture, it must name all chemical and/or common names of all hazardous ingredients |
| 2.Physical Characteristics | appearance, odor, boiling point, vapor pressure, flash point, etc. |
| 3.Physical Hazards | potential for fire, explosion, or reactivity |
| 4.Health Hazards | symptoms of exposure, and any medical conditions which could be aggravated by exposure |
| 5.Primary Routes of entry into the Body | ABSORPTION caused by contact with the skin or eyes INHALATION by breathing the chemical or fumes INGESTION by eating or swallowing a chemical |
| 6.Exposure Limits | the Permissible Exposure Limits (PEL), Short Term Exposure Limit (STEL) and the Threshold Limit Value (TLV) of the chemical product as recommended by the manufacturer |
| 7.Carcinogen | whether or not the chemical has been found to be a known or potential carcinogen |
| 8.Precautions | for Safe Handling, Spill Clean-Up, and disposal of the chemical or product |
| 9. Control Measures | engineering controls, work practices, and or personal protective equipment (PPE) to be used |
| 10. Emergency and First Aid | provides procedures for emergencies Note: BST employees should not perform any emergency procedures unless trained to do so. Call 1-800-743-MSDS for emergency chemical information or 911 for emergency services |
| 11. Dates | Date of revisions of MSDS |
| 12. Other Information | Name, Address, and telephone number of the chemical manufacturer, importer, or other responsible party preparing of distributing the MSDS. |

5. Chemical Labeling

Chemical manufacturers, importers, and distributors will provide labels, tags and other suitable markings for all containers of hazardous chemicals shipped to any BST location by BST or by its vendors.

Every purchased container must be labeled. If materials are transferred by BST Employees or vendors into other containers, these containers must be labeled as well.

5.1 Required Information

The following information is required for chemical labeling before use by BST:

- identify of chemicals
- appropriate hazard warnings

- name and contract information of the chemical manufacturer, importer or other responsible party

Labels must be legible, in English and prominently displayed. There are no specific requirements for size or color, or any specified text.

5.2 Improperly marked containers

Follow these procedures when an improperly labeled chemical is discovered.

| Step | Action |
|------|---|
| 1 | Once an improperly labeled chemical is discovered, do not use it |
| 2 | If the chemical is known, store the material in a secure location until an appropriate label can be acquired. Alternately, hand written label is acceptable, provide that the label is made with waterproof ink onto a permanent label. |
| 3 | If the material is unknown, assume the chemical is hazardous, store in the hazardous material disposition area and label as "Unknown" |
| 4 | Follow Hazardous Material Disposition procedures (see section 9.0) |

NOTE: If a label becomes defaced or faded, it is acceptable to use an indelible marker to re-write the information on the label.

5.2 Mixing Chemicals

Employees may mix appropriate chemicals together in an unmarked container, or sprayer, for use on a single work shift basis. Examples of these solutions include: cleaning products, cable sealant, etc.

The following precautions should be followed:

- follow manufacturers direction for mixing
- use in a properly ventilated area
- use entire contents of mixture during the work shift. Do not carry over to the next work shift

6. Training

All employees will be trained on all hazardous chemicals which they will use in their work function before they are allowed to perform the work. Training will also be performed on every non-routine work task each time that task is to be performed. The following table represents the applicable training for Hazardous Communication Program. Each supervisor should determine the applicability of this training to their work group. Contact

the Area Safety Manager for assistance in this determination. All training should be documented on each employees safety training record. Employee training records should be made available to employee designated representatives upon written request.

| Type of Training | Course Number | Objectives | Who gets it |
|--|--|---|--|
| Hazard Communication Training | | | |
| General Awareness | CTRS # SF305 Safety Subject | When new employees enter work force, or when new hazardous chemicals are used General provisions of Program: <ul style="list-style-type: none"> Responsibilities where to find inventory how to obtain the MSDS information how to obtain assistance or other information about chemicals in the workplace | <ul style="list-style-type: none"> All employees |
| Specific Chemical Training | Supervisor should use specific MSDS to train the employees | MSDS Information: <ul style="list-style-type: none"> proper handling appropriate PPE health/safety risks routes of entry first aid procedures disposal requirements Note: MSDS information may have several technical terms. For assistance in understanding these terms, contact the Area Safety Manager for Assistance. | <ul style="list-style-type: none"> those exposed to specific chemicals on the Hazard Chemical Inventory |
| Annual Refresher (required if new chemicals are inventoried) | CTRS # SF305 Safety Subject 511 Specific chemical training | Review by the end of June of each year Review general awareness and specific chemical training. Incorporate changes in chemical use and inventory | <ul style="list-style-type: none"> all employees and those exposed to specific chemicals as appropriate |

| | | | |
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| | | into training. | |
| Related Hazardous Material Training | | | |
| DOT Non-Transporter Training | SF 305N | <ul style="list-style-type: none"> • material classification • shipment preparation • handling and storage • emergency response | <ul style="list-style-type: none"> • employees that offer hazardous materials/waste for transportation • provide placarding/labeling • sign manifest |
| Type of Training | Course Number | Objectives | Who gets it |
| Related Hazardous Material Training | | | |
| DOT Non-Transporter Training | SF 305T | <ul style="list-style-type: none"> • material classification • shipment preparation • handling and storage • emergency response | <ul style="list-style-type: none"> • employees that transport certain DOT hazardous substances (Network Technicians) that exceed DOT quantities as stated in the "Materials of Trade" exemptions. See RL 97-07-005BT for information. |

NOTE: Environmental Training for Hazardous Material Disposition is also available. Contact your supervisor, your Local Departmental Environmental Coordinator, or your Area Environmental Manager for information.

7. Posting of Information

A "Hazard Communication Notification" poster (Exhibit 1) must be displayed at each building which notifies employees of their "Right to Know" about the hazardous chemicals which might be present in the work place and informs them of the MSDS emergency number. The Environmental/Safety organization will be responsible for posting this information. Also required for posting are the completed inventories

(Exhibit 2) from each work group. The Building Emergency Manager is responsible for posting these inventories.

The "Right to Know" poster and all building chemical inventories will be posed on an official company bulletin board.

8. Contractors Responsibilities

8.1 Contract Language

Each contractor is to be notified that they must comply with Federal and State OSHA Regulations as well as company policy prior to working at a BST location. Contact the appropriate procurement organization to determine the appropriate contract language to be used.

8.2 BST to Contractor Communications

The responsible BST vendor manager must inform contractors of hazardous chemicals to which they may be exposed at BST locations.

Vendors may call the 1-800-743-MSDS number to obtain MSDSs on chemicals at BST locations. They must identify themselves as a BST vendor.

8.2 Contractor to BST Communications

All contractors using hazardous chemicals at BST buildings and job sites, must comply with the following:

- submit copies of MSDSs for any hazardous materials they bring into BST premises to the Vendor Manager for the contract.
 - Proof of employee training may also be requested.
- when chemicals are used at BST buildings for construction, maintenance, or housekeeping purposes that are outside of routine chemicals used, the contract manager shall request that the vendor provide the MSDS and a Method of Procedure to BST 10 days prior to commencement of the activity that uses the chemical. The vendor may be asked to modify the planned activity (change schedule, change chemical, etc.) based on the potential effects the chemical might have to the occupants of the building. Examples of these activities include: painting, floor tile mastic removal using solvents, etc. The responsible vendor manager will then notify building occupants of this chemical use and modify work activities to limit exposure.

9. Hazardous Material Disposal

Should a chemical reach its limit of usefulness or if the chemical is unlabeled and therefore “unknown”, call the Building Service Center at the following numbers to arrange for disposition:

780-2740 (Florida, Georgia, North Carolina, South Carolina)

557-6194 (Alabama, Kentucky, Louisiana, Mississippi, Tennessee)

The Hazardous Material Disposition (HMD) group will provide the disposition service and coordinate with the local supervisor for assistance in pick-up, and proper documentation and handling.

Contact your Local Department Environmental Coordinator (LDEC) or your Area Environmental Manager (AEM) for assistance.

10. Hazard Communication Compliance Review

The Corporate Resources Environmental and Safety organization will utilize the information in Exhibit 3 to assess BST's compliance with this program.

Exhibit 1 – Notice of Hazard Communication Program

Exhibit 2 – Inventory Form – RF 1391 – Hazard Communication
Checklist for Compliance

Exhibit 3 – Hazard Communication Checklist for Compliance

Exhibit 4 – Job AID

| | |
|---------------------------|---|
| Program | Hazard Communication "Right to Know" |
| Purpose | to provide employees information about chemicals they are exposed to when working |
| Applicability – Functions | Work functions that use or are exposed to hazardous chemicals (does not apply to functions where chemicals remain sealed and are not opened) |
| Applicability-Chemicals | <ul style="list-style-type: none"> • inventory hazardous chemicals (chemicals that are corrosive, reactive, flammable or cause disease or injury) • inventory chemicals to which your work group is exposed • don't inventory items that don't release or otherwise result in exposure to a hazardous chemical under normal conditions – manufactured items) • don't inventory chemicals that are used like you would use it at home (bug spray, cleaners, etc. – these may have a UPC code) • don't inventory food, tobacco, cosmetics • don't inventory hazardous waste • don't inventory chemicals that are being |

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| | warehoused and remain sealed | | |
| To Learn More About A Chemical | Read the Material Safety Data Sheet (MSDS), ask your Supervisor, ask an Area Safety Manager, or call the 1-800-743-MSDS line | | |
| How to get an MSDS | Call 1-800-743-MSDS (6737) Say you're a BellSouth employee or vendor | | |
| What Do You Do With MSDS | Supervisor will use this to train their employees on specific Chemicals (pay attention to health affects, physical effects and how to protect yourself) | | |
| Responsibilities | WHO | | |
| | all employees and vendors | <ul style="list-style-type: none">• keep chemicals labeled• follow chemical instructions | |
| | supervisor | <ul style="list-style-type: none">• inventory chemicals• perform on-the-job training sessions | |
| | manufacturers of chemicals | <ul style="list-style-type: none">• tell BST the Hazards of the products used• provide the MSDS to BST | |
| | Environmental/Safety | <ul style="list-style-type: none">• provide BST chemical info to vendor and obtain chemical info from vendors• ensures vendor chemical information is communicated to building occupants | |
| Rule | When | What | |
| | By the end of June each year | <ul style="list-style-type: none">• inventory chemicals | |
| | When a new chemical is received for use (Complete by 6/30) | <ul style="list-style-type: none">• train on use of specific Chemical | |
| | Initially when a new employee starts a job | <ul style="list-style-type: none">• train on Hazard Communication Program and on use of specific chemical | |
| Posting | | | |
| Training | CTRS SF305 Safety Subject 511 Specific Chemical Training | | |

EXHIBIT F

SOLID AND HAZARDOUS WASTE MANAGEMENT

BellSouth Environment/Safety Management Solid and Hazardous Waste Management
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| FACT SHEET # | TOPIC |
|---------------------|---|
| 17000 | HAZARDOUS MATERIAL/WASTE MANAGEMENT |
| 17100 | Hazardous Material/Waste Management Overview |
| 17101 | • BellSouth Policy |
| 17102 | • Regulatory Overview |
| 17103 | • Environmental Terms and Definitions |
| 17104 | • Minimizing Hazardous Material/Waste |
| 17200 | Recognizing Hazardous Materials and Wastes |
| 17201 | • Recognizing Regulated Wastes |
| 17202 | • Recognizing Hazardous Materials |
| 17203 | • Recognizing Hazardous Wastes |
| 17204 | • Recognizing Universal Wastes |
| 17205 | • Obtaining an EPA Identification Number |
| 17206 | • Pre-Transportation Checklist for Hazardous Material/Waste |
| 17300 | Hazardous Waste Generator Classifications |
| 17301 | • Conditionally Exempt Small Quantity |
| 17302 | • Small Quantity |
| 17303 | • Large Quantity |
| 17400 | Hazardous Material and Waste Storage |
| 17401 | • Hazardous Material Storage Area |
| 17402 | • Hazardous Waste Storage Area |
| 17403 | • Hazardous Material Storage & Tracking Log |
| 17404 | • Hazardous Waste Storage & Tracking Log |
| 17500 | Hazardous Material/Waste Spills/Releases |
| 17501 | • Classifying a Spill |
| 17502 | • Selecting a Spill Kit |
| 17503 | • Spill Response Guidelines |
| 17600 | Recordkeeping and Training Strategies |
| 17601 | • Environmental Activity Reporting |
| 17602 | • Shipping Papers and Vehicle Placarding |
| 17603 | • Community Right to Know Reporters (EPCRA) |
| 17604 | • Document Retention |
| 17605 | • Hazardous Material/Waste Training |
| 17700 | Exhibits |
| 17701 | • Hazardous Material Storage & Tracking Log |
| 17702 | • Hazardous Waste Storage & Tracking Log |
| 17703 | • Pre-Transportation Checklist for Hazardous Material/Waste |
| 17704 | • Large Quantity Generator Report |
| 17705 | • Central Office Tear Out Report |

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| HAZARDOUS MATERIAL AND WASTE STORAGE: | | |
|---------------------------------------|--|---------------------------|
| DESCRIPTION | The purpose of this program is to provide instructions for the proper establishment and maintenance of a hazardous material and/or a hazardous waste storage area. Issues addressed include signage, container placement, container markings/labels, and storage-area inspection/documentation. | |
| POLICY | It is the policy of BellSouth to comply with all federal, state and local environmental laws and regulations. Each employee is responsible for complying with this policy and ensuring compliance with specific methods and procedures implemented in support of this policy. | |
| COMPONENTS | <p>This section has two main components: storing Hazardous Material, and storing Hazardous Waste.</p> <ul style="list-style-type: none">• Hazardous Material, for storage purposes, is any regulated product/material that is _not defined as a RCRA "hazardous waste." Included in this category are:<ul style="list-style-type: none">* Batteries (except small alkaline)* PCB capacitors and lighting ballasts* Fluorescent lamps (used)* Radioactive devices (cathode tubes and certain smoke detectors)* Asbestos* Unknown material awaiting lab analysis results• Hazardous Waste is specifically defined by regulation. Examples of Hazardous Waste include the following:<ul style="list-style-type: none">* Spent solvents* Certain parts washer fluids* Mercury relays/switches* Manhole sediment >- 5ppm lead | |
| | For More Information On: | See the Following: |
| | Hazardous Material Storage Area | Fact Sheet # 17401 |
| | Hazardous Waste Storage Area | Fact Sheet # 17402 |
| | Hazardous Material Storage & Tracking Log | Fact Sheet # 17403 |
| | Hazardous Waste Storage & Tracking Log | Fact Sheet # 17404 |
| SCOPE | Environmental regulations have the potential to impact all BellSouth activities, including the following: <ul style="list-style-type: none">• Central Office operations• Fleet operations• Building maintenance• Outside plant operations | |
| REFERENCES | <ul style="list-style-type: none">• Comprehensive Environmental Response, Compensation and Liability Act (CERCLA)• Superfund Amendments and Reauthorization Act (SARA)• Emergency Planning and Community Right to Know (EPCRA)• Environmental Terms and Definitions - Fact Sheet # 17103• Hazardous Material Storage & Tracking Log (Exhibit) - Fact Sheet # 17701• Hazardous Waste Storage & Tracking Log (Exhibit) - Fact Sheet # 17702 | |

**BellSouth Environmental/Safety Management
Management****Hazardous Material/Waste****Detail Fact Sheet # 17401****Issue Date: January 1, 2000****Page 1 of 2**

| | | |
|-----------------------------------|--|-------------------------------------|
| TOPIC DESCRIPTION | HAZARDOUS MATERIAL STORAGE AREA This Fact Sheet defines the application and requirements for establishing a hazardous material storage area. | |
| SCOPE | The Responsible Department (RD) is responsible for the establishment, maintenance, inspection and documentation of the hazardous material storage area. If the facility has more than one department, the predominate or designated department is responsible. If the facility is collocated with a Fleet garage operation, Fleet is responsible. | |
| RELATED DOCUMENTS | For More Information On: | See the Following: |
| | Hazardous Waste Generator Classifications | Fact Sheet # 17300 |
| | Hazardous Material and Waste Storage | Fact Sheet # 17400 |
| | Recordkeeping Strategies | Fact Sheet # 17600 |
| | Hazardous Material Storage & Tracking Log | Fact Sheet # 17701 |
| | Product/Material Disposal | Disposal Fact Sheets (Series 19000) |
| DEFINITIONS | <ul style="list-style-type: none"> Hazardous material is generally defined as any chemical or a product that has the potential to cause harm to human health or the environment. A hazardous material can be new or used, but is generally associated with the management of used materials. For purposes of these Fact Sheets, the term hazardous material will apply to used material. Universal waste is a special category of hazardous waste, which has been exempted from certain disposal requirements to promote recycling. For storage purposes, universal waste, with the exception of used fluorescent lamps, should be handled as a hazardous material. For storage purposes, a hazardous material is any material not defined or regulated as a RCRA hazardous waste. Hazardous materials have also been referred to in the past as "other regulated waste." | |
| EXAMPLES | Hazardous materials commonly used/generated by BellSouth include: <ul style="list-style-type: none"> * Batteries (except small alkaline batteries) * Used motor oil and filters * PCB capacitors and lighting ballasts * Radioactive material (cathode tubes & certain smoke detectors) * Asbestos * Unknown material awaiting lab analysis results Note: See Disposal Fact Sheets for additional information for a specific product/material. | |
| REASONS FOR A STORAGE AREA | <ul style="list-style-type: none"> A designated storage area is intended to warn people of the potential hazard and protect the material from damage or release during storage. A temporary storage area should be established if hazardous material is to be stored for less than 60 days. A permanent storage area should be established if the facility: <ul style="list-style-type: none"> * Generates hazardous material on a regular basis; or * Plans to store a hazardous material in excess of 60 days. Note: If the facility stops generating hazardous material and does not foresee a future need for at least a year, the storage area may be removed. | |

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| TYPES OF STORAGE AREAS | <ul style="list-style-type: none"> • Temporary Storage Area: <ul style="list-style-type: none"> * Indoor storage is preferred, however, if material is stored outside it may not be in direct contact with the ground/pavement and must be covered to ensure protection from the weather. * Adequate aisle space to allow for container inspection and/or managing leaking containers * Designated with marking tape, cones or barriers * "Hazardous Material Storage Area" and "No Smoking" signs are recommended, but not required • Permanent Storage Area: <ul style="list-style-type: none"> * Indoor storage is preferred, however, if material is stored outside it may not be in direct contact with the ground/pavement and must be covered to ensure protection from the weather. * Adequate aisle space to allow for container inspection and/or managing leaking containers. * Designated with marking tape/paint, cones or barriers * "Hazardous Material Storage Area" and "No Smoking" signs (Signs must be durable and readable from a minimum distance of 25 feet.) • Fluorescent Lamp Storage Area: <ul style="list-style-type: none"> * If a facility already has an established hazardous material storage area (temporary or permanent), used fluorescent lamps may be stored in the hazardous material storage area; or * Used fluorescent lamps, waiting recycling, may be stored in a designated area, i.e., janitorial closet or supply-room. |
| INSPECTIONS | <p>The hazardous material storage area should be inspected at least monthly. It is a good practice to inspect the area designations/signs and containers every time material is placed into or removed from the area. Storage area inspections must be documented.</p> <p>Note: Inspections are not required if there is no material in the area to inspect.</p> <p>Note: Inspections of fluorescent lamps, stored in places other than the hazardous material storage, area are not required.</p> |
| DOCUMENTATION AND TRACKING | <p>To ensure proper management and control, all material moved into or from the storage area must be tracked. For regional consistency, it is recommended the <i>Hazardous Material Storage Area & Tracking Log</i> (Fact Sheet # 17701) be used. Regardless of the format, the following information is required:</p> <ul style="list-style-type: none"> * Date material enters area * Description (e.g., lead acid battery) * Quantity entered (estimate) * Date of disposal request * Date shipped off-site * Name of disposal facility, if other than the BSC * Inspection date * Inspector's name/initials * Description of the deficiency * Action taken to correct deficiency * Date deficiency was corrected |
| DOCUMENTATION | <p>All hazardous material related documents, logs, shipping papers, vendor receipts, etc. must be maintained in the facility's Hazardous Material/Waste Binder for five years.</p> |

**BellSouth Environment/Safety Management
Summary Fact Sheet # 17402****Solid and Hazardous Waste Management
Issue Date: January 1, 2000****Page 1 of 2**

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| TOPIC DESCRIPTION | HAZARDOUS WASTE STORAGE AREA This Fact Sheet defines the application and requirements for establishing a hazardous waste storage area. | |
| SCOPE | The Responsible Department is responsible for the establishment, maintenance, inspection and documentation of the hazardous waste storage area. If the facility has more than one department, the predominate or designated department is responsible. If the facility is collocated with a Fleet garage operation, Fleet is responsible. | |
| RELATED DOCUMENTS | For More Information On: | See the Following: |
| | Environmental Terms and Definitions | Fact Sheet # 17103 |
| | Hazardous Material Storage | Fact Sheet # 17401 |
| | Recordkeeping Strategy | Fact Sheet # 17600 |
| | Hazardous Waste Storage and Tracking Log | Fact Sheet # 17702 |
| DEFINITION | A hazardous waste is generally defined as any chemical or product that has the potential to cause harm to human health or the environment and is to be discarded. Hazardous wastes are either EPA "listed waste", EPA defined "characteristic waste," or classified hazardous waste through "generator knowledge." It is very important to make the distinction between a "waste" and a hazardous "material." Hazardous wastes are specifically regulated and affect your generator classification. Hazardous materials, even though they may adversely affect human health and the environment, do not affect your generator classification. | |
| EXAMPLES | BellSouth doesn't generate many hazardous wastes. Examples of hazardous waste include: <ul style="list-style-type: none"> * Used solvents * Used motor oil containing solvents * Mercury containing relays and switches * Antifreeze/coolant with 5 or more ppm lead * Oil/lead based paint Note: Some products/chemicals remain a hazardous waste even if recycled. See Disposal Fact Sheets (Section 19000) for additional information for a specific product/material. | |
| REASONS FOR A STORAGE AREA | <ul style="list-style-type: none"> • A designated storage area is intended to warn people of the potential hazard, facilitate tracking and protect the waste from damage. • A temporary storage area should be established if hazardous waste is to be stored for less than 60 days. • A permanent storage area should be established if the facility: <ul style="list-style-type: none"> * Generates hazardous waste, on a regular basis; or * A CESQG that plans to store a hazardous waste in excess of 60 days; or * Is classified as a SQG or LQG Note: If the facility no longer meets the requirements above, the permanent storage area may be removed. However, it is recommended the storage area remain in place if there is a possibility hazardous waste generation will resume within one year. | |

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Summary Fact Sheet # 17402****Hazardous Material/Waste Management****Issue Date: January 1, 2000****Page 2 of 2**

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| TYPES OF STORAGE AREAS - | <ul style="list-style-type: none"> • Temporary Storage Area: <ul style="list-style-type: none"> * Indoor storage is preferred, however, if material is stored outside it may not be in direct contact with the ground/pavement and must be covered to ensure protection from the weather. * Adequate aisle space to allow for container inspection and/or managing leaking containers. * Designated with marking tape, cones or barriers * "Hazardous Waste Storage Area" and "No Smoking" signs are not required, but are suggested. Signs must be durable and readable from a minimum distance of 25 feet. • Permanent Storage Area: <ul style="list-style-type: none"> * Indoor storage is preferred, however, if material is stored outside it may not be in direct contact with the ground/pavement and must be covered to ensure protection from the weather. * Adequate aisle space to allow for container inspection and/or managing leaking containers. * Designated with marking tape/paint, cones or barriers * "Hazardous Waste Storage Area" and "No Smoking" signs are required. Signs must be durable and readable from a minimum distance of 25 feet. |
| INSPECTIONS | <p>The hazardous waste storage area must be inspected according to the facility's Hazardous Waste Generator Classification.</p> <ul style="list-style-type: none"> * CESQG – monthly * SQG – weekly * LQG – weekly <p>Note: It is a good practice to inspect the area designations, signs and containers every time material is placed into or removed from the area.</p> |
| DOCUMENTATION AND TRACING | <p>To ensure proper management and control, all waste moved into or from the storage area must be tracked. For regional consistency, it is recommended the <i>Hazardous Waste Storage & Tracking Log</i> (Fact Sheet 17702) be used. Regardless of the format, the following information is required:</p> <ul style="list-style-type: none"> * Date waste enters area * Description (erg., mercury relays) * Quantity entered * Date of disposal request * Date shipped off-site * Name of disposal facility, if other than the BSC * Inspection date * Inspector's name/initials * Description of the deficiency * Action taken to correct deficiency * Date deficiency was corrected |
| DOCUMENTATION | <p>All hazardous waste related documents, logs, manifests, "Land Ban" forms, etc. must be maintained in the facility's Hazardous Material/Waste Binder for five years.</p> |

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| TOPIC DESCRIPTION | HAZARDOUS MATERIAL STORAGE & TRACKING LOG | |
|-----------------------------|---|---------------------------|
| | This Fact Sheet identifies the required information necessary to ensure proper documentation of a hazardous material storage area. | |
| SCOPE | <p>To ensure compliance with certain regulations and best management practices, a tracking mechanism is required. Although the accumulation of hazardous material is not regulated like hazardous waste, it still presents a potential environmental and health hazard. Hazardous material may be stored for up to one year, however, it should not be stored longer than economically feasible. Fact Sheet # 17701 provides a convenient way to track hazardous material accumulation, storage, disposal and storage area/container conditions. The Responsible Department is responsible for the establishment, maintenance, inspection and documentation of the hazardous material storage area. If the facility has more than one department, the predominate or designated department is responsible. If the facility is collocated with a Fleet garage operation; Fleet is responsible.</p> <p>Note: There is a separate log for hazardous waste storage (Fact Sheet # 17702)</p> <p>Note: This log is not required for fluorescent lamps waiting recycling, unless the facility also aggregates lamps from other facilities and ships directly to a lamp recycler.</p> | |
| RELATED DOCUMENTS | For More Information On: | See the Following: |
| | Recognizing Hazardous Materials | Fact Sheet # 17202 |
| | Hazardous Material Storage Area | Fact Sheet # 17401 |
| | Hazardous Material Storage & Tracking Log (Exhibit) | Fact Sheet # 17701 |
| REQUIRED INFORMATION | <p>Required information and suggested log completion instructions:</p> <ul style="list-style-type: none"> • Section I: Enter: Facility Name Enter: Geographic Location Code (GLC) • Section II: Column 1: Brief description of the material, i.e., used motor oil, lead acid batteries Column 2: Quantity of material, i.e., count, weight and/or volume *Column 3: Date material is placed into storage Column 4: Date disposal request is made, i.e., date called into BSC *Column 5: Date material is shipped off-site Column 6: Name of disposal facility, if other than the BSC • Section III: Column 1: Date storage area is inspected. Column 2: Inspectors initials Column 3: Describe deficiencies, i.e., bung plug on drum of used oil loose Column 4: Describe corrective action, i.e., tightened bung plug Column 5: Date deficiency corrected | |
| INSPECTIONS | The Hazardous Material Storage Area should be inspected at least monthly. If there is no material stored, an inspection is not necessary. | |
| DOCUMENTATION | The current Hazardous Material Storage & Tracking Log may be kept at the storage area or in the facility's Hazardous Material/Waste Binder. Completed copies must be filed in the Hazardous Material/Waste Binder for at least five years. | |

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| TOPIC DESCRIPTION | HAZARDOUS WASTE STORAGE & TRACKING LOG This Fact Sheet identifies the required information necessary to ensure proper documentation of a hazardous waste storage area. | |
| SCOPE | To ensure compliance with regulations and best management practices, a tracking mechanism is required. The storage of hazardous waste is regulated depending on the facility's generator classification. The facility's classification is dependent on the amount of hazardous waste generated, per month; consequently, the generation rate must be Documented. This log provides a convenient way to track hazardous waste accumulation, storage, disposal and storage area/container condition. The Responsible Department (RD) is responsible for the establishment, maintenance, inspection and documentation of the hazardous waste storage area. If the facility has more than one department,, the predominate or designated department is responsible. If the facility is collocated with a Fleet garage operation; Fleet is responsible. Note: There is a separate log for hazardous material storage (Fact Sheet # 17701) | |
| RELATED DOCUMENTS | For More Information On: | See the Following: |
| | Environmental Terms and Definitions | Fact Sheet # 17103 |
| | Recognizing Hazardous Materials | Fact Sheet # 17202 |
| | Hazardous Waste Storage & Tracking Log (Exhibit) | Fact Sheet # 17702 |
| REQUIRED INFORMATION | Required information and suggested log completion instructions: • Section I: * Enter: Facility Name * Enter: Geographic Location Code (GLC) • Section II: * Column 1: Brief description of the waste, i.e., mercury relays, spent solvent * Column 2: Quantity of waste, i.e., count, weight and/or volume * Column 3: Date waste is placed into storage * Column 4: Date disposal request is made, i.e., date called into BSC * Column 5: Date waste is shipped off-site * Column 6: Name of disposal facility, if other than the BSC • Section III: * Column 1: Date storage area is inspected. * Column 2: Inspectors initials * Column 3: Describe deficiencies, i.e., bung plug on drum of solvent loose * Column 4: Describe corrective action, i.e., tightened bung plug * Column 5: Date deficiency corrected | |
| INSPECTIONS | The Hazardous Waste Storage Area must be inspected based on the facility's generator Classification, with a monthly minimum. If there is no waste stored, it is suggested the storage area designation and signage be inspected monthly, for all classifications. | |
| DOCUMENTATION | The current Hazardous Waste Storage & Tracking Log may be kept at the storage area or in the facility's Hazardous Material/Waste Binder. Completed copies must be filed in the Hazardous Material/Waste Binder for at least five years. | |

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| TOPIC HAZARDOUS WASTE MATERIAL/WASTE SPILLS AND RELEASES | |
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| DESCRIPTION | This program pertains to the management of incidental spills or releases of hazardous materials and wastes. The key to spill prevention is advance planning. In all spill situations, time is of the utmost importance. Without advanced planning, training and practice employees will not be able to respond properly. Note: For purposes of the section, the term "spill" will denote a spill or release |
| POLICY | It is the policy of BellSouth to comply with all laws and regulations pertaining to the proper and timely cleanup and reporting of hazardous material and waste spills. |
| COMPONENT | For More Information On: |
| | Classifying a Spill |
| | Selecting a Spill Kit |
| | Spill Response Guidelines |
| | See the Following: |
| | Fact Sheet # 17501 |
| | Fact Sheet # 17502 |
| | Fact Sheet # 17503 |
| SCOPE | Proper spill response is a combination of common sense and technical training. The user of the chemical is usually the one that spills it. These individuals are knowledgeable of the material and should be able to handle the cleanup. However, if you discover a spill and are not familiar with the chemical, not adequately trained, or do not have the proper cleanup tools, do not attempt to clean it up. Immediately call for assistance. Always use appropriate personal protective equipment (PPE). There is the potential to have a hazardous material/waste spill/release at most any facility or while conducting field operations. The more common operations include: <ul style="list-style-type: none"> • Fuel delivery and storage • Vehicle maintenance • Building maintenance • Outside plant operation Note: The RD is responsible for funding cleanup activities. |
| REFERENCES | <ul style="list-style-type: none"> • Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) • Superfund Amendments and Reauthorization Act (SARA) • Emergency Planning and Community Right to Know (EPCRA) |

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|-------------------------------|---|--|--|---|
| | CLASSIFYING A SPILL | | | |
| DESCRIPTION | This Fact Sheet provides guidance on classifying a spill or release (spills) of a hazardous material, universal waste or hazardous waste. The location, amount and type of material spilled will influence cleanup and reporting procedures. | | | |
| SCOPE | A spill can occur anytime a hazardous material/waste is handled, transported or stored. The Responsible Department (RD) is responsible for managing spills, including initial cleanup of small spills, storage of contaminated material and associated debris, and proper disposal. Note: All employees are responsible for reporting spills, however, only trained individuals should attempt to cleanup a spill of hazardous material/waste. | | | |
| RELATED DOCUMENTS | For More Information On: | | See the Following: | |
| | Environmental Terms and Definitions | | Fact Sheet # 17103 | |
| | Recognizing Hazardous Material and Wastes | | Fact Sheet # 17200 | |
| | CESQG Facilities | | Fact Sheet # 17301 | |
| | SQG Facilities | | Fact Sheet # 17302 | |
| | LQG Facilities | | Fact Sheet # 17303 | |
| SPILL CLEANUP TRAINING | Employees should only attempt to clean-up spills of chemicals that they are familiar with, and for which they have received spill response training. Hazard Communication training (HAZCOM) and spill response training is essential before attempting to respond to any spill. Most employees will receive spill clean-up training/retraining as part of their annual HAZCOM training, and then only for those chemicals they can reasonably be expected to handle during the course of their normal job. Departments or facilities may choose to implement more extensive spill response training. Note: Each RD should obtain approval from the Occupational Health and Safety organization before proceeding with heightened response plans. The following classifications are for the internal management of spills. | | | |
| SPILL CLASSIFICATION | TYPE | QUANTITY | CHARACTERISTICS | RESPONSE |
| | Incidental Type I | less than 1 gallon | - small puddle - up to 3 feet in diameter - contained in building | - cleanup at facility - document cleanup in Hazardous Material/Waste Management Binder |
| | Incidental Type II | greater than 1 gallon less than 25 gallons | - moderate potential to enter the environment - possibly too big to cleanup with site spill kit - puddle up to 50 feet in diameter | - possible cleanup at facility, report and/or request assistance from the BSC - document cleanup in Hazardous Material/Waste Management Binder |

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| SPILL CLASSIFICATION (continued) -- | Significant Type III - | greater than 25 gallons, or any amount of asbestos, PCB | - too large a spill to cleanup with site spill kit - great potential to enter the environment, or - has already entered the Environment | - call the BSC; a qualified contractor should handle this release - document cleanup in Hazardous Material/Waste Management Binder. |
| | Note: Some states require reporting petroleum spills of any quantity, which are not contained within a building. Check with your LDEC or AEM for additional information on state specific requirements. | | | |
| COMMON TYPES OF SPILLS | <ul style="list-style-type: none"> • Petroleum Products <ul style="list-style-type: none"> * Diesel fuel * Gasoline * Motor oil • Antifreeze <ul style="list-style-type: none"> * Motor vehicles * Standby engines • Acids/Caustics <ul style="list-style-type: none"> Motor vehicle batteries * Engine start batteries Emergency lighting * Central office batteries • PCBs <ul style="list-style-type: none"> * Lighting ballasts * Capacitors * Transformers • Mercury <ul style="list-style-type: none"> * Relays/switches * Circuit boards * Manometers * Thermometers • Asbestos <ul style="list-style-type: none"> * Thermal insulation * Transite board/conduit * Floor tiles/mastic * Wallboard | | | |

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| TOPIC | SELECTING A SPILL KIT | | |
|-------------------|--|---------------------------|---------------------------|
| DESCRIPTION | This Fact Sheet provides guidance for selecting a spill kit. Spill kit selection should be based on specific applications and spill potential. | | |
| SCOPE | The Responsible Department (RD) is responsible for ensuring that proper and adequate spill kits are readily available for use. All employees expected to respond to a spill must have received the appropriate spill response training for that particular hazard. Each kit should be externally marked to readily identify its application, i.e., marked "Hydrocarbon Spill Kit." Spill kits should be stored in doors or otherwise protected from the weather. | | |
| RELATED DOCUMENTS | For More Information On: | | See the Following: |
| | Environmental Terms and Definitions | | Fact Sheet # 17103 |
| | Recognizing Hazardous Material and Wastes | | Fact Sheet # 17200 |
| | Hazardous Waste Generator Classifications | | Fact Sheet # 17300 |
| | Employee Safety | | BSAPP |
| SPILL KIT TYPES | The following are examples of hazardous material and suggested spill kit types. | | |
| | Facility | Hazardous Material | Suggested Spill Kit |
| | Central Office | Lead Acid Battery Acid | Acid Neutralizing Kit |
| | | Diesel Fuel | Hydrocarbon Spill Kit |
| | | Oil | Hydrocarbon Spill Kit |
| | Garage | Lead Acid Batteries | Acid Neutralizing Kit |
| | | Oil | Hydrocarbon Spill Kit |
| | | Fuel | Hydrocarbon Spill Kit |
| | | Antifreeze | Hydrocarbon Spill Kit |
| | | Solvents | HazMat Spill Kit |
| | Work Center | Lead Acid Battery | Acid Neutralizing Kit |
| | | Fuel | Hydrocarbon Spill Kit |
| | | Ni-Cad Battery | Alkaline Neutralizing Kit |
| | | Solvents | HazMat Spill Kit |
| | Warehouses | Hydraulic Fluid | Hydrocarbon Spill Kit |
| | | Solvents | HazMat Spill Kit |
| | | Fuel | Hydrocarbon Spill Kit |
| | | Lead Acid Battery | Acid Neutralizing Kit |
| | | Oil | Hydrocarbon Spill Kit |
| | | PCBs | PCB Spill Kit |
| | | Ni-Cad Battery | Alkaline Neutralizing Kit |
| | | Mercury | Mercury Spill Kit |
| | Administrative Buildings and Data Center Data | Other Hazardous Materials | HazMat Spill Kit |
| | | Solvents | HazMat Spill Kit |
| | | Fuel | Hydrocarbon Spill Kit |
| | | Lead Acid Battery | Acid Neutralizing Kit |
| | | Oil | Hydrocarbon Spill Kit |
| | | Antifreeze | Hydrocarbon Spill Kit |

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| LOCATION AND SIZE OF SPILL KITS | The location and size of the spill kit is determined by the quantity of the hazardous material on-site, as well as the characteristics of the material itself. Following are some examples of typical spill kits and suggested locations: | | |
|---------------------------------------|---|--|--|
| | Material | Kit Location | Quantity/Type |
| | Lead Acid batteries | All facilities: near batteries | C.O.: 1-30 gallon acid spill kit w/45 gal. neutralizer, or lbs. dry absorbent w/tools; OSP: 1-5 gal. kit w/30 qts. neutralizer, or 30 lbs dry w/tools. |
| | Caustic Batteries (Ni-Cad) | All facilities: near batteries | C.O.: 1-30 gal. alkaline kit w/45 gal. neutralizer; OSP: 1-5 gal. kit w/7.5 gal. neutralizer |
| | Fuel | CO: engine Room SOC: storeroom Garage: work area | 1-30 gallon hydrocarbon spill kit 1-30 gallon hydrocarbon spill kit 1-30 gallon hydrocarbon spill kit |
| | Used Oil | CO: engine room Garage: work area | 1-30 gallon hydrocarbon spill kit 1-30 gallon hydrocarbon spill kit |
| | Antifreeze | CO: engine room Garage: work area | 1-30 gallon hydrocarbon spill kit 1-30 gallon hydrocarbon spill kit |
| | Solvents | All facilities: work area | 1-10 gallon hazmat spill kit |
| ORDERING SPILL KITS | The following spill kits and replacement components may be ordered from central purchasing catalog. | | |
| | Spill Kit Name | Size | PID Number |
| | Acid Neutralizing Kit | 30 gallon w/out liquid neutralizer | 642960264 |
| | | 5 gallon w/out liquid neutralizer | 643960263 |
| | | 7 qts. liquid neutralizer | 645960261 |
| | | 30lbs dry neutralizer w/tools | 644960262 |
| | Hydrocarbon Kit | 30 gallon | 632960266 |
| | | 5 gallon | 633960265 |
| | | Absorbent socks only | 634960264 |
| | HazMat Kit | 30 gallon | 632960266 |
| | | 5 gallon | 633960265 |
| | Alkaline Neutralizing Kit | 30 gallon and 5 gallon w/out neutralizer | See Acid Kit |
| | | 7 qts. liquid neutralizer | 646960260 |

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| CONTENTS OF SPILL KITS | Certain types of equipment/material are necessary to properly respond to a spill. This equipment/material does not have to be in the actual spill kit, however, it must be at the facility/facility complex and readily available. The suggested material/equipment includes, but is not limited to the following: | |
| | TYPE | DESCRIPTION |
| | Absorbents, Neutralizers or Adsorbents | <ul style="list-style-type: none"> • Clay, organic absorbing mats, and booms • Neutralizing agents for acids and bases • Absorbent pillows/blankets • Oil dry |
| | Tools | • Spark resistant shovels, brooms, mops, pails, and squeegees |
| | Supplies | <ul style="list-style-type: none"> • Containers <ul style="list-style-type: none"> * Open top and bung top 55-gallon drums * Overpack drums (85-gallon) • Containment booms, absorbent pads and pillows • Labels, signs |
| | Personal Protective Equipment (PPE) | <ul style="list-style-type: none"> • Protective gloves • Safety glasses/Splash-proof chemical goggles • Aprons • Rubber overshoes or boots <p>Note: PPE that employees routinely use in their work operation is generally adequate. However, all OSHABSAPP required PPE must be on site and readily available.</p> |
| | Note: Respirator use should be limited and only used as specifically outlined in site specific plans that provide detailed training in their use. Additionally, their use should not be implemented without prior approval from Occupational Safety and Health. | |
| SPILL KIT LABELING/SECURITY | Spill kits should be labeled as to their intended use, e.g., "Acid Neutralizing Spill Kit" and type II, of neutralizer, if applicable. To ensure spill kit integrity, spill kits should be sealed and secured with a plastic tie or metal band. It is not necessary to list the spill kit contents on the outside label. | |
| SPILL KIT INSPECTION | It is recommended spill response supplies be inventoried at least monthly to insure all supplies are present and in good condition. If the kit is secured, it is not necessary to open for inspection. Replenish missing/inoperable supplies as soon as possible. | |

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| TOPIC DESCRIPTION | SPILL RESPONSE GUIDELINES This Fact Sheet identifies the proper generic sequence of actions (guidelines) to take when responding to an incidental spill. Remember that these are only basic guidelines and are not intended to be comprehensive or all-inclusive. In a spill situation, a responder often must perform several of these steps almost simultaneously and without having to think about them. In other words, proper training should make these guidelines second nature. | |
| SCOPE | The Responsible Department (RD) is responsible for ensuring all spills are properly handled, reported and documented, in a timely manner. Trained employees are expected to respond to small incidental spills. | |
| RELATED DOCUMENTS | For More Information On: | See the Following: |
| | Environmental Terms and Definitions | Fact Sheet # 17103 |
| | Hazardous Waste Generator Classification | Fact Sheet # 17300 |
| | Product/Material Disposal | Disposal Fact Sheets (Series 19000) |
| | Employee Safety | BSAPP |
| GUIDELINES | Step | Action |
| | 1 | Identify What Was Spilled and How Much. Determine the content and hazard of the material, and the size of the spill. If the material is flammable or combustible, remove all ignition sources. Stop the flow of the spill if it can be done safely. This will enable the appropriate individuals to prepare for cleanup. |
| | 2 | Make Notifications IMMEDIATELY! INTERNAL: If spill is greater than 1 gallon, CALL THE BSC: 780-2740; 557-6194 EXTERNAL: Will vary depending on spill type/size and the seriousness of the spill <ul style="list-style-type: none"> • Emergency services notifications (fire, medical) should occur according to normal operating procedures found in Emergency Operations Plan • The BSC will notify Environment/Safety Management • Environment/Safety Management will notify and report to the appropriate environmental regulatory agencies, as required. |
| | 3 | Secure the Area and Warn Others. In case of a spill, use supplies from the spill kit to rope off the area with tape, signs, etc. Use readily accessible supplies such as chairs, cones, etc., to provide barricades to the area. Keep people clear of area. |
| | 4 | Stop and Evaluate. If you are trained and equipped to address the spill of this material, proceed to step 5. If <i>you are not trained or equipped to handle this spill and unable to find someone who is trained; move away, ensure area remains secured; remain available until spill is under control; and follow-up with the BSC.</i> |
| | 5 | Get Appropriate Personal Protective Equipment (PPE) approved by OHS. Use only approved/authorized PPE. |
| | 6 | Contain the Spill. Use contents of spill kit to dike around spill area. Cover, plug or otherwise seal off all drains which could potentially be affected by the spill or leak. |
| | 7 | Stop the Spill at its Source. Plug drums, close valves, etc. |

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| GUIDELINES (continued) | 8 | Neutralize/Absorb Material. Use the appropriate spill kit and instructions to Neutralize/absorb the spill. | | | | | | | | | | | | | | | | | | | | | |
|---|---|---|----------------------|------------|------------|---|-----------------------------|--|-------------------------------------|-----------------------------|----------------------|-------------------------------|-----------------------------|-----------------------------------|------------------------------|--|------------------------------|-----------------------------|---|-----------------------------|--|-------------------------------------|-----------------------------|
| | 9 | Cleanup. Once a spill has been absorbed and/or neutralized, cleanup by placing the used spill kit materials into the appropriate disposal containers. Thoroughly clean area with additional absorbent/neutralizer. | | | | | | | | | | | | | | | | | | | | | |
| | 10 | Properly Dispose of Contaminated Materials. Refer to the appropriate Disposal Fact Sheet for the correct disposal method and procedures. | | | | | | | | | | | | | | | | | | | | | |
| | 11 | Document. Record spill event details and response effort, as appropriate | | | | | | | | | | | | | | | | | | | | | |
| | 12 | Replace Spill Kit. Order replacement spill kit supplies, as necessary. | | | | | | | | | | | | | | | | | | | | | |
| REPORTING TO THE BSC | <p>When the release is more than one gallon of hazardous material/waste, a call must be made to the BSC. This call is for the purpose of notification and possible dispatching of cleanup vendor via the AEM.</p> <p>When initially reporting a spill, be prepared to give the BSC the following information:</p> <p>Facility's GLC</p> <ul style="list-style-type: none"> * Your name, title, department and contact number. * Street address of facility * Specify this is an "environmental spill" * Exact location of spill within facility * Identify and quantify material spilled (information from MSDS, if available) * Emergency responders called, i.e., fire department or ambulance, if applicable * Number of injuries and status of condition * Status of spill containment * Date and time spill was discovered * Additional help needed * Advise the BSC when the incident has been resolved | | | | | | | | | | | | | | | | | | | | | | |
| DISPOSAL OF CLEANUP MATERIALS | <p>The absorbent/neutralizer used to cleanup a spill may take on the characteristics of the spilled material, consequently, it may be considered a hazardous waste. The following are some common examples:</p> <table border="1"> <thead> <tr> <th>Spill Type / Residue</th><th>Type Waste</th><th>What To Do</th></tr> </thead> <tbody> <tr> <td rowspan="2">Lead Acid Battery Spill/ Neutralizing Material</td><td>Solid waste, if neutralized</td><td>Dispose in dumpster, if acceptable to trash vendor</td></tr> <tr> <td>Hazardous waste, if not neutralized</td><td>Handle as a hazardous waste</td></tr> <tr> <td>Gasoline / Absorbent</td><td>Hazardous waste, if ignitable</td><td>Handle as a hazardous waste</td></tr> <tr> <td rowspan="2">Oil or Diesel Fuel / Absorbent</td><td>Solid waste, if not dripping</td><td>Dispose in dumpster, if acceptable to trash vendor</td></tr> <tr> <td>Hazardous waste, if dripping</td><td>Handle as a hazardous waste</td></tr> <tr> <td rowspan="2">Caustic Battery Spill/ Neutralizing Material</td><td>Solid waste, if neutralized</td><td>Dispose in dumpster, if acceptable to trash vendor</td></tr> <tr> <td>Hazardous waste, if not neutralized</td><td>Handle as a hazardous waste</td></tr> </tbody> </table> | | Spill Type / Residue | Type Waste | What To Do | Lead Acid Battery Spill/ Neutralizing Material | Solid waste, if neutralized | Dispose in dumpster, if acceptable to trash vendor | Hazardous waste, if not neutralized | Handle as a hazardous waste | Gasoline / Absorbent | Hazardous waste, if ignitable | Handle as a hazardous waste | Oil or Diesel Fuel / Absorbent | Solid waste, if not dripping | Dispose in dumpster, if acceptable to trash vendor | Hazardous waste, if dripping | Handle as a hazardous waste | Caustic Battery Spill/ Neutralizing Material | Solid waste, if neutralized | Dispose in dumpster, if acceptable to trash vendor | Hazardous waste, if not neutralized | Handle as a hazardous waste |
| Spill Type / Residue | Type Waste | What To Do | | | | | | | | | | | | | | | | | | | | | |
| Lead Acid Battery Spill/ Neutralizing Material | Solid waste, if neutralized | Dispose in dumpster, if acceptable to trash vendor | | | | | | | | | | | | | | | | | | | | | |
| | Hazardous waste, if not neutralized | Handle as a hazardous waste | | | | | | | | | | | | | | | | | | | | | |
| Gasoline / Absorbent | Hazardous waste, if ignitable | Handle as a hazardous waste | | | | | | | | | | | | | | | | | | | | | |
| Oil or Diesel Fuel / Absorbent | Solid waste, if not dripping | Dispose in dumpster, if acceptable to trash vendor | | | | | | | | | | | | | | | | | | | | | |
| | Hazardous waste, if dripping | Handle as a hazardous waste | | | | | | | | | | | | | | | | | | | | | |
| Caustic Battery Spill/ Neutralizing Material | Solid waste, if neutralized | Dispose in dumpster, if acceptable to trash vendor | | | | | | | | | | | | | | | | | | | | | |
| | Hazardous waste, if not neutralized | Handle as a hazardous waste | | | | | | | | | | | | | | | | | | | | | |

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| PROGRAM | RECORDINGKEEPING AND TRAINING STRATEGIES | |
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| DESCRIPTION | This program identifies the record-keeping and training strategies associated with the management of hazardous material and hazardous waste. | |
| POLICY | It is the policy of BellSouth to comply with all federal, state and local environmental laws and regulations. Each employee is responsible for complying with this policy and ensuring compliance with specific methods and procedures implemented in support of this policy. | |
| COMPONENTS | For More Information On: | See the Following: |
| | Environmental Activity Reporting | Fact Sheet # 17601 |
| | Shipping Papers and Vehicle Placarding | Fact Sheet # 17602 |
| | Community Right to Know Reporters (EPCRA) | Fact Sheet # 17603 |
| | Document Retention | Fact Sheet # 17604 |
| | Hazardous Material/Waste Training | Fact Sheet # 17605 |
| SCOPE | One of the more important aspects of hazardous material and hazardous waste management is Record-keeping and document retention. Regulations require each company to be able to Prove its hazardous material and waste handling activities are in compliance. Good Record-keeping and training are also effective means of reducing the company's environmental liability. Most environmental citations involve failure to report an activity, improperly prepared reports, forms or record retention. In addition to record-keeping, each employee that uses or handles hazardous material/waste, i.e., shipping, storage, spill response, disposal, etc. must be adequately trained. | |
| DOCUMENT STORAGE | For the most part, documents must be maintained at the generating facility. Maintaining the facility's environmental documentation in a central place will ensure timely and efficient document retrieval. To facilitate document access/review, records must be readily accessible. It is recommended that all hazardous material/waste related documents be maintained in the facility's Hazardous Material/Waste Management Binder and that the Binder be stored as follows: | |
| | Type Facility | Storage Location |
| | Central Office | Near hazardous material/waste storage area. |
| | Administrative Building or Regional Data Center | Near hazardous material/waste storage area or in building maintenance contractor's office area |
| | SOC | Near the hazardous material/waste storage area or in wall-holder at entrance door. |
| | Garage | Office area |

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| TOPIC PURPOSE | ENVIRONMENTAL ACTIVITY REPORTING The purpose of this Fact Sheet is to identify the requirements associated with environmental "Activity Reporting" to Environmental/Safety (E/S). | |
| SCOPE | <p>Activity reporting is necessary to document hazardous material and hazardous waste activities and management compliance. Whenever an activity occurs which could have regulatory implications, it is very important that the appropriate federal, state and/or local regulatory officials are notified. To streamline the process and to ensure that consistent and correct communications exist between the regulators and the company, E/S will serve as the official governmental interface. More specifically, the Area Environmental Manager (AEM) and/or the Technical Program Manager (TPM) will fulfill this task.</p> <p>To comply with this reporting requirement, it is imperative that each Responsible Department (RD) submit all required hazardous material/waste management activity reports correctly and in a timely manner. Activity reports may be directly input into the official database or submitted to the AEM with responsibility for that facility. When a facility has multiple departments, it is important that all reporting be processed in a unified manner - remember environmental compliance is location specific, not department specific.</p> <ul style="list-style-type: none"> • An activity report may consist of any of the following: <ul style="list-style-type: none"> * Completed paper/electronic form * E-mail * Direct data entry or a mechanized system download to the BellSouth Environmental/Safety Tracking (BEST) system • Examples of activity reporting include, but are not limited to, the following: <ul style="list-style-type: none"> * Central office battery additions, deletions or changes * Hazardous waste disposal * Central office equipment tear outs * Change in Hazardous Waste Generator classification * Spills/release reporting * Regulatory citations/fines/penalties * Corrective action plan associated with environmental deviations * Waste minimization activities | |
| RELATED | For More Information On: | See the Following: |
| DOCUMENTS | Environmental Terms and Definitions | Fact Sheet # 17103 |
| | Recognizing Hazardous Materials/Wastes | Fact Sheet # 17200 |
| | Hazardous Waste Generator Classifications | Fact Sheet # 17300 |
| | Hazardous Material/Waste Spill/Releases | Fact Sheet # 17500 |
| HAZARDOUS WASTE GENERATOR REGISTRATION REQUEST (EPA ID#) | <p>The following information is required for new registrations and changes in generator classifications. The preferred method of data transmittal is e-mail.</p> <ul style="list-style-type: none"> * Facility GLC or official identification * Date of request * Requestor (name, title, department and contact #) * Reason for the request (new/eliminated process, spill response, etc.) | |

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| HAZARDOUS WASTE GENERATOR REGISTRATION REQUEST (continued) | <ul style="list-style-type: none"> * Current EPA ID # and Generator Classification (SQG or LQG) * Waste streams (new, existing and deletions) * EPA Waste code for each waste stream, if known * Total waste, in pounds, generated per calendar month (known or estimated) * If facility no longer generates hazardous waste, provide date generation stopped <p>Note: An EPA ID # is not required, nor suggested for CESQG classifications</p> |
| NOTICE OF CENTRAL OFFICE EQUIPMENT REMOVAL | <p>The following information is required when removing (tear-out) central office or other electronic equipment containing hazardous material/waste. The preferred method of data transmittal is e-mail.</p> <ul style="list-style-type: none"> * Facility GLC * Date of request * Facility contact name, title and number * Description of hazardous material/waste to be removed, i.e., mercury relays * Estimated quantity, by type, to be generated during a calendar month <p>Note: The RD is responsible for ensuring the above information is submitted to E/S, 30 days prior to beginning any hazardous waste removal work.</p> |
| HAZARDOUS MATERIAL/ WASTE DISPOSAL | <p>Disposal of hazardous material/waste requires an Activity Report. If disposal is via BSC/HMD, the BSC will forward the required information to the AEM. If the BSC/HMD is not used, the RD is responsible for Activity Reporting. The preferred method of data transmittal is e-mail. The following information is required:</p> <ul style="list-style-type: none"> * Facility GLC * Date of request * Facility contact name, title and telephone number * Facility's Generator Classification and EPA ID#, i.e., CESQG, SQG, LQG. * Description of hazardous material/waste, i.e., mercury relays, batteries, etc. * Known/estimated weight of material by type <p>Note: For hazardous waste disposal, copies of the Uniform Hazardous Waste Manifest and Land Disposal Restriction form must be forwarded to the AEM. Original copies must be filed in the facility's Hazardous Material/Waste Management Binder.</p> |
| CHEMICALS (SARA) | <p>The addition, deletion or change in reportable chemicals must be reported to the Local Emergency Planning Committee (LEPC) via the Tier II Report. The RD is responsible for providing MSDS and chemical quantities to E/S for data entry.</p> |
| BATTERIES (SARA) | <p>The addition or deletion of sulfuric acid (lead acid batteries) must be reported to the LEPCs via the Tier II Report. The RD is responsible for inputting the following data into the BellSouth Environmental/Safety Tracking (BEST) system.</p> <ul style="list-style-type: none"> • Name of manufacturer (optional) • Model number • List number • Quantity of batteries involved • Location within building <p>Note: Mechanized data entry, i.e., AMPEERS, is acceptable if authorized by the E/S Information Manager</p> |

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| TOPIC DESCRIPTION | SHIPPING PAPERS AND VEHICLE PLACARDS This Fact Sheet provides instructions on preparing shipping papers associated with shipments of hazardous material, hazardous waste and universal waste. | |
| SCOPE | Shipping paper preparation and use is generally regulated by the DOT. However, the EPA regulates certain shipping papers associated with hazardous waste. The "shipper" (person offering the material for shipment) is personally responsible and liable for ensuring all required information is provided and that it is correct. <ul style="list-style-type: none"> • Shipping papers serve the following basic functions: Identifies the shipper and receiver <ul style="list-style-type: none"> * Describes the material being shipped * Warns the transporter and receiver of potential hazards * Provides emergency contact information * Provides for material receipt and tracking • Vehicle placards serve two basic functions: <ul style="list-style-type: none"> * Warns the general public of potential chemical hazards * Identifies chemical hazards to emergency responders Note: If you do not have first hand knowledge of the material being shipped, Do Not sign the shipping papers. Note: Shipping papers for hazardous material/waste must remain with the driver or in the Vehicle at all times. | |
| RELATED | For More Information On: | See the Following: |
| DOCUMENTS | Environmental Terms and Definitions | Fact Sheet # 17103 |
| | Recognizing Hazardous Material | Fact Sheet # 17202 |
| | Recognizing Hazardous Waste | Fact Sheet # 17203 |
| | Recognizing Universal Waste | Fact Sheet # 17204 |
| | Pre-Transportation Checklist | Fact Sheet # 17206 |
| | Product Description | MSDSs |
| | Product/Material Disposal | Disposal Fact Sheets (Series 19000) |
| HAZARDOUS MATERIALS | The transportation of hazardous materials is regulated by DOT. A "Hazardous Material Bill-of-Lading" (BOL) is required for shipments of hazardous materials. A BOL must: <ul style="list-style-type: none"> • be typed or legibly printed in English • contain the "Proper DOT Shipping Description" (shipping description must include in the proper order: the hazard class, UN/NA identification number and the packing group) • list all hazardous materials first or in contrasting color • have an "X" in the RQ column, as appropriate • Contain a 24 hour emergency contact number • be signed by the shipper Note: It is the shipper's responsibility to ensure the BOL is complete and correct. | |

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| HAZARDOUS WASTES | <p>A "Uniform Hazardous Waste Manifest" (UHW) is required by the EPA for hazardous waste shipments. The UHW is a closed-loop document and a signed copy must be returned to the shipper. In addition to the BOL requirements, a UHW must include the following:</p> <ul style="list-style-type: none">* The word "waste" at the beginning of the shipping description, as applicable* Quantity and type containers* Generator signature certifying the generator has a waste minimization plan in effect, as required* Name and signature of each transporter* Designated disposal facility (A hazardous waste may not be delivered to any facility other than the one identified by the shipper)* Signature of the receiving Treatment Storage and Disposal Facility (TSDF) <p>Note: Although the UHW may serve as a BOL when hazardous materials are included in a hazardous waste shipment, it is not recommended. Use a separate BOL.</p> |
| UNIVERSAL WASTES | <p>Universal Wastes (hazardous wastes with special exemptions to encourage recycling) have unique transportation requirements. Universal waste should be handled and transported as a hazardous material. A BOL must be used when shipping universal wastes to a recycler. All DOT requirements are in effect.</p> <p>Note: Small quantities of fluorescent lamps may be shipped to another facility for recycling <u>aggregation</u>, without a BOL</p> <p>Note: There are special container markings for each type of universal waste</p> |

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| TOPIC | COMMUNITY RIGHT TO KNOW (EPCRA) |
|--|--|
| DESCRIPTION | This Fact Sheet provides a general overview of the structure and reporting requirements of the Emergency Planning and Community Right to Know Act of 1996 (EPCRA or SARA Title 111) |
| SCOPE | <p>EPCRA establishes requirements for Federal, State and local governments and industry regarding emergency planning and "Community Right-to-Know" reporting on hazardous and toxic chemicals. The Community Right-to-Know provisions will help increase the public's knowledge and access to information on the presence of hazardous chemicals in their communities and releases of these chemicals into the environment. States and communities, working with facilities, will be better able to improve chemical safety and protect public health and the environment.</p> <p>EPCRA provisions has four major sections:</p> <ol style="list-style-type: none"> 1. emergency planning (Section 301-303), 2. emergency release notification (Section 304), 3. community Right-to-Know reporting requirements (Sections 311-312) and 4. toxic chemical release inventory (Section 313). |
| STATE EMERGENCY RESPONSE COMMISSION | <p>EPCRA requires the Governor of each state designate a State Emergency Response Commission (SERC). Many SERCs include public agencies and departments concerned with issues relating to environment, natural resources, emergency services, public health, occupational safety, and transportation. In addition, interested public and private sector groups and associations with experience in emergency planning and Community Right-to-Know issues may be included in the State commission.</p> <p>The SERC must also have designated local emergency planning districts and appointed Local Emergency Planning Committees (LEPC) for each district. SERCs have designated over 4,000 local districts. Thirty-five State commissions chose counties as the basic district designation (often with separate districts for municipalities) and ten SERCs designated sub-state planning districts. The SERC is responsible for supervising and coordinating the activities of the LEPC, for establishing procedures for receiving and processing public requests for information collected under other sections of SARA Title III, and for reviewing local emergency plans.</p> <p>This LEPC must include at a minimum, elected state and local officials, police, fire, civil defense, public health professionals, environmental, hospital, and transportation officials as well as representatives of facilities subject to the emergency planning requirements, community groups, and the media. As soon as facilities are subject to the emergency planning requirements, they must designate a representative to participate in the planning process.</p> <p>The LEPC is required to complete a number of tasks, including establishing rules, giving public notice of its activities, and establishing procedures for handling public requests for information. However, the LEPC's primary responsibility is to develop an emergency response plan and review it at least annually thereafter. In developing this plan, the LEPC evaluates available resources for preparing for and responding to a potential chemical accident.</p> |

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| | |
|---|--|
| <p>LOCAL EMERGENCY PLANNING COMMITTEES (continued)</p> | <p>The plan must:</p> <ul style="list-style-type: none"> * identify facilities and transportation routes of extremely hazardous substances; * describe emergency response procedures, on-site and off-site; * designate a community coordinator and facility coordinator(s) to implement the plan; * outline emergency notification procedures; * describe methods for determining the occurrence of a release and the probable affected area and population; * describe community and industry emergency equipment and facilities and identify the persons responsible for them; * outline evacuation plans; * describe a training program for emergency response personnel (including schedules); * present methods and schedules for exercising emergency response plans. |
| <p>EMERGENCY RESPONSE PLANS</p> | <p>The emergency response plan must be initially reviewed by the SERC and, at least, annually by the LEPC. Planning activities of LEPCs and facilities should be initially focused on, but not limited to, the 360 extremely hazardous substances published in the Federal Register. Plans should be comprehensive, addressing all hazardous materials of concern and transportation as well as fixed facilities.</p> <p>Any facility that has present any of the listed chemicals in a quantity equal to or greater than its threshold planning quantity is subject to the emergency planning requirements. Covered facilities must notify the SERC and LEPC that they are subject to these requirements within 60 days after they begin to have present any of the extremely hazardous substances in an amount equal to or in excess of threshold planning quantities.</p> |
| <p>EMERGENCY NOTIFICATION</p> | <p>Facilities must immediately notify the LEPCs and the SERCs likely to be affected if there is a release into the environment of a hazardous substance that exceeds the reportable quantity for that substance. Substances subject to this requirement are those on the list of 360 extremely hazardous substances as published in Federal Register (40 CFR 355) as well as the more than 700 hazardous substances subject to the emergency notification requirements under CERCLA Section 103(a)(40 CFR 302.4). Some chemicals are common to both lists. The CERCLA hazardous substances also require notification of releases to the National Response Center (NRC), which alerts federal responders.</p> |
| <p>COMMUNITY RIGHT-TO-KNOW REQUIREMENTS</p> | <p>Hazardous chemicals covered by section 312 are those for which facilities are required to prepare or have available an MSDS under OSHA's Hazard Communication Standard and that were present at the facility at any time during the previous calendar year above specified thresholds. The specific threshold quantities established by EPA for Section 312 for hazardous chemicals, below which no facility must report, are:</p> <ul style="list-style-type: none"> * For extremely hazardous substances: 500 pounds or the Threshold Planning Quantity (TPQ), whichever is lower. * For all other hazardous chemicals: 10,000 pounds. <p>If requested by an LEPC, SERC, or local fire department, the facility must provide the following Tier II information for each substance subject to the request:</p> |

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| | |
|--|---|
| COMMUNITY RIGHT-TO-KNOW REQUIREMENTS (continued) | <ul style="list-style-type: none"> * The chemical name or the common name as indicated on the MSDS, * An estimate (in ranges) of the maximum amount of the chemical present at any time during the preceding calendar year (Some states require actual weight to be reported), * A brief description of the manner of storage of the chemical, * The location of the chemical at the facility, and, * An indication of whether the owner elects to withhold location information from disclosure to the public. <p>EPA published a uniform format for the inventory forms on October 15, 1987. However, some states have incorporated the federal contents in their own forms. Tier II forms should be obtained from the SERC and must be submitted for covered facilities on or before March 1, annually.</p> <p>EPA believes that Tier II reports provide emergency planners and communities with more useful information than the Tier I form and encourages facilities to submit Tier II forms. The public may also request Tier II information from the SERC and the LEPC. !,</p> |
| SARA TITLE III PENALTIES | <p>Section 325 of the Emergency Planning and Community Right-to-Know Act addresses the penalties for failure to comply with the requirements of this law. Civil and administrative penalties ranging up to \$10,000-\$75,000 per violation or per day per violation can be assessed ~,I To facilities that fail to comply with the emergency planning (section 302), emergency notification (section 304), Community Right-to-Know (sections 311 and 312), toxic chemical release (section 313), and trade secret (sections 322 and 323) reporting requirements.</p> <p>Criminal penalties up to \$50,000 or five years in prison may also be given to any person who knowingly and willfully fails to provide emergency release notification. Penalties of not more than \$20,000 and/or up to one year in prison may be given to any person who knowingly and willfully discloses any information entitled to protection as a trade secret. In addition, section 326 allows citizens to initiate civil actions against EPA, state emergency response commissions, and/or the owner or operator of a facility or failure to meet the requirements of the emergency planning and Community Right-to-Know provisions. A state emergency response commission, local emergency planning committee, state or local government may institute actions against facility owner/operators for failure to comply with Title III requirements.</p> |
| REPORTING REQUIREMENTS | <p>The RD is responsible for gathering and reporting all necessary information to E/S. E/S will prepare, sign and submit the Tier II forms to the regulatory agencies, as required.</p> |

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| TOPIC | DOCUMENT RETENTION | | | |
|-------------|---|---|------------------------|-----------------------------|
| DESCRIPTION | The purpose of this Fact Sheet is to identify the various environmental documents, retention periods and retention locations. | | | |
| SCOPE | <p>One of the more important aspects of hazardous material and waste management is accurate Record-keeping and document retention. Regulations specifically state that it is the generator's responsibility to be able to prove generation rate and waste stream analysis. To enable BellSouth to comply with this requirement, the following documents are to be maintained at the generating facility. Records (Hazardous Material/Waste Management Binder) for hazardous activities conducted at remote or unmanned locations will be maintained at each location, or at the facility that has first level operational control of that site. A notice will be posted in those facilities indicating location of the documents and contact name/telephone number for gaining access to the documents. In locations where documentation is not required, a sign should be posted on the general/governmental bulletin board indicating the location of the Binder.</p> <p>Without well organized and detailed records to document what a generator has done to comply with the various EPA, OSHA, and DOT standards and regulations, a generator of hazardous or other types of wastes can not prove how they properly handled, stored, transported and disposed of their wastes. In general, all such records must be maintained for a minimum of five years.</p> | | | |
| RELATED | For More Information On: | | See the Following: | |
| DOCUMENTS | Environmental Terms and Definitions | | Fact Sheet # 17103 | |
| | Obtaining an EPA Identification Number | | Fact Sheet # 17205 | |
| | Hazardous Material Storage Area | | Fact Sheet # 17401 | |
| | Hazardous Waste Storage Area | | Fact Sheet # 17402 | |
| STRATEGY | Listed below is the current Hazardous Material/Waste Record-keeping Strategy | | | |
| | HAZARDOUS MATERIAL/WASTE RECORDKEEPING STRATEGY | | | |
| | Applicability | Requirements | Retention Where Kept | |
| | Hazardous Waste Generators | Copy of EPA Registration Form | For current operations | Binder - Tab 2/ GLC File |
| | | (not applicable for CESQG) | | |
| | | Hazardous waste generation logs | 5 years | Binder - Tab 1 |
| | | Hazardous material and waste storage logs | | |
| | | Hazardous waste identification documentation, e.g., MSDS(s), copies of lab analysis for all waste streams produced at that site | 5 years | Binder - Tab 2/ HMD File |
| | | Copy of each Biennial Report and Exception Report (Annual/Quarterly if applicable). | 5 years | Binder - Tab 2/ GLC File |

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| | | | | |
|-------------|---------------------------------|--|---|---|
| (continued) | Hazardous Waste | Documents verifying the transportation of | 5 years | Binder – Tab 2/ |
| | Generators (continued) | wastes from generating facilities to the treatment, storage, recycling or disposal facility. These records include: Uniform Hazardous Waste Manifests, Hazardous Materials Bills of Lading - RF 1800 and Land Disposal Restriction (Land Ban) Form | | GLC File/ HMD File |
| | | Records of the date and time of the inspection, the name of the inspector, a notation of the observations made and the date and nature of any repairs or other remedial actions. | 5 years | Binder - Tab 1 |
| | | Copies of Contingency Plans and/or Emergency Preparedness and Prevention Plans (where I applicable) | Current, plus 5 years | EOP Binder/ Near EOP Binder |
| | | Environmental Training Records | current, plus 5 years | TEDS |
| | | Activity Reports to Environmental Management | none | N/A |
| | | Copies of "Receipt of Unsolicited Hazardous Materials/Waste" reports. | 5 years | Binder - Tab 2/ HMD Files |
| | Community Right to Know Reports | Activity Reports to E/S | None | N/A |
| | | Copies of Tier IIs | 5 years | GLC File |
| | Release Responders | Document spill/release clean-up <ul style="list-style-type: none"> Incidental - On storage area log Spill/Release Cleanup Report Significant - Same as above, unless remediation is necessary. Then documentation will be detailed documents for assessment, and remediation. | Incidental - 5 Years; Remediation Project - indefinitely | Incidental - Binder - Tab 1/ GLC File/ Remediation File |
| | Users of hazardous materials | Copies of Material Safety Data Sheets (MSDSs) for each product used at the facility, including products brought on-site by contractors/vendors. | As long as the product is in use, plus 30 years. (File in archives or database) | MSDS Vendor (800/743-6737) Note: It is recommended that paper copies be maintained at large/active facilities. |

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| | | |
|------------------------------------|--|---|
| TOPIC DESCRIPTION | HAZARDOUS MATERIAL/WASTE TRAINING This Fact Sheet identifies training requirements associated with the handling and management of hazardous materials and hazardous wastes. Note: This Fact Sheet references some, but not all, OSHA required training. Contact your Safety Manager for additional information. | |
| SCOPE | Every governmental body (OSHA, DOT and EPA) which regulates hazardous work environments, and hazardous materials and wastes has set very strict guidelines concerning the use and management of these types of materials. To meet these regulatory requirements, BellSouth has developed two separate, but intertwined education programs to ensure work place and environmental safety. The two programs are the Occupational Health and Safety program for "Hazard Communication - Employee Right to Know", and the Environmental Management Training Plan. This chapter will not discuss the OH&S training program in depth. Employees who handle regulated materials/wastes must be trained on the hazards associated with those materials and on the proper methods and procedures to use when handling, storing, transporting or disposing of such regulated materials/wastes. This training would include such items as: * Hazardous Materials * Hazardous Wastes * Universal Wastes * Waste Disposal Requirements * Recordkeeping Requirements * Emergency Operation Plans * Contingency Plans * DOT Hazardous Materials Training * Personal Protective Equipment * OSHA Spill Response (29 CFR 1910.120) | |
| RELATED | For More Information On: | See the Following: |
| DOCUMENTS | Regulatory Overview | Fact Sheet # 17100 |
| | Environmental Terms and Definitions | Fact Sheet # 17103 |
| | Related Safety Issues | BSAPP |
| GENERAL REQUIREMENTS | BellSouth has established a four-level training program to support the Hazardous Material/Waste Management and compliance program. These levels are as described below: | |
| | Level 4 | General Awareness - BellSouth Employees will be trained to the level where they demonstrate a general understanding of environmental issues and how they relate to their job. |
| | Level 3 | Awareness Training - BellSouth Employees will be trained to the level where they demonstrate a general awareness of HM/W issues and how they relate to the individual employees responsibilities. |

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| | | | |
|--|---|---|--|
| GENERAL REQUIREMENTS (continued) | Level 2 | Method and Procedure - This is technical training for BellSouth employees with specific HM/W job responsibilities. They will be able to demonstrate a working proficiency of these M&Ps. Level 2 training involves attendance in training sessions, and review of management practices. | |
| | Level 1 | Subject Matter Expert Training - This is specific technical training. Those completing this training will act as SMEs and serve as BellSouth internal consultants. | |
| DOCUMENTATION | Documentation of all environmental training shall be kept in each participating employee's personal training record, as well as in TEDS. Each supervisor with employees requiring environmental and/or safety training will keep copies of attendance sheets, to document and verify employee training. | | |
| ENVIRONMENTAL TRAINING VIDEOS | The following are examples of environmental videos available for Hazardous Material/Waste training. See "TEDS" or your training coordinator for additional training courses/videos. | | |
| | TEDS # | Video Name | Target Audience |
| | EM750 | Overview of Hazardous Materials/Waste | Those that use hazardous materials or generate waste from hazardous materials |
| | EM790 | Managing Hazardous Materials/Wastes Storage Areas | Those that manage storage areas of hazardous materials or wastes |
| | EM751 | Identifying Hazardous Wastes | Those that identify hazardous wastes at a facility |
| | EM752 | Managing Hazardous Wastes On-Site | Those that manage hazardous wastes at facilities; those that maintain documentation at these storage Areas |
| | EM761 | Spills and Releases | Anyone who plans to clean-up a spill or release, and Building Emergency Managers |
| SAFETY TRAINING VIDEOS | The following Safety videos are available for Hazardous Materials training: | | |
| | TEAS # | Video Name | Target Audience |
| | SF305 | Hazardous Communication - General Awareness | All employees |
| | SF305N | Hazardous Materials for Non-Transporters (Instructor led) | Persons who label, package, placard, or otherwise offer hazardous materials or wastes for transportation |
| | SF305T | Hazardous Materials for Transporters (Instructor led) | Those that transport Hazardous Materials on vehicles |

**BellSouth Environmental/Safety Management
Summary Fact Sheet # 17701****Hazardous Material/Waste Management
Issue Date: January 1, 2000****HAZARDOUS MATERIAL STORAGE & TRACKING LOG**

| Tracking/Storage | | | | | |
|-----------------------------------|--------------------------------|---------------------------------------|---------------------------------------|---------------------------------|---------------------------------------|
| (1) Description of Waste | (2) Quantity of Waste | (3) Date Placed Into Storage | (4) Date of Disposal Request | (5) Date Waste Shipped | (6) Disposal Facility or BSC |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| Storage Area Deficiencies | | | | | |
| (1) Inspection Date | (2) Inspectors Initials | (3) Describe Deficiency | (4) Describe Corrective Action | (5) Date Correct | |
| | | | | | |
| | | | | | |
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| | | | | | |

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| PRE-TRANSPORTATION CHECKLIST FOR HAZARDOUS MATERIAL/WASTE | | |
|--|------------|-----------|
| Prior to shipping hazardous material/waste off-site, verify that each item below has been completed. | | |
| ITEM | Yes | No |
| CONTAINER PREPARATION | | |
| All containers are DOT approved | | |
| Containers are rated for appropriate packing groups | | |
| All bungs are secure and tightened | | |
| All bungs are made of the same material as the drum (plastic bungs for plastic drums and metal bungs for metal drums) | | |
| All gaskets are present | | |
| For open-head drums, the ring and bolt is present, the bolt is the proper size, and the bolt is positioned below the top | | |
| Drums are not corroded, rusting, bulging, or deteriorating | | |
| Drums are clean and free of leaks | | |
| Hazardous waste containers are labeled with proper Hazardous Waste Labels | | |
| Hazardous wastes are labeled with diamond-shaped DOT labels | | |
| All containers are marked with the proper shipping name and identification number (UN/NA). | | |
| All containers marked with "This End Up" | | |
| PAPERWORK VERIFICATION (hazardous waste only) | | |
| EPA ID number, Manifest Document Number, and Generating Location address and phone numbers are correct on the manifest | | |
| Hazard classes on manifest match DOT hazard class labels (diamond labels) | | |
| EPA waste numbers on labels are correct | | |
| Proper DOT shipping names, hazard classes, ID numbers, and packing groups are correct on hazardous waste labels | | |
| EPA ID number, Manifest Document Number, and Generating Location address and phone numbers are correct on all the hazardous waste labels | | |
| Proper DOT shipping names, hazard classes, ID numbers, and packing groups are correct on the manifest (item 11 a through d) | | |
| EPA waste numbers on manifest are correct | | |
| 24 hour emergency response telephone number is listed on the manifest | | |
| Emergency response information is referenced from manifest or attached to manifest | | |
| EPA ID number, Manifest Document Number, and Generating Location address and phone numbers are correct on the manifest | | |
| Location and EPA ID number are correct on Land Disposal Restriction Notification | | |
| EPA hazardous waste numbers) are correct on Land Disposal Notification | | |
| PLACARDING | | |
| Total amount of hazardous materials being shipped has been determined | | |
| Specific hazard class placards have been offered for quantities of materials over 5,000 pounds | | |
| Driver has affixed placards to all four sides of the vehicle | | |
| Placards are identical on all four sides of the vehicle | | |

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| HAZARDOUS WASTE LARGE QUANTITIES GENERATION REPORT | | |
|---|------------------------------------|------------------------------------|
| Report Date: _____ Activity Start Date: _____ | | |
| Generation Activity: _____ | | |
| Product Expiration____ Process Change ____ Spill Response _____ | | |
| Explain: _____ | | |
| | | |
| Employee's Name: _____ | | |
| Title: _____ | Phone: _____ | |
| Responsible Department: _____ | | |
| Facility Name: _____ | GLC: _____ | |
| Facility Address: _____ | | |
| Hazardous Waste Generation Rate (pounds) | | |
| Chemical or Product Name | Quantity Generated Per Event | Quantity Generated Per Month |
| | | |
| | | |
| | | |
| Signature: _____ | | |

**BellSouth Environmental/Safety Management
Summary Fact Sheet # 17705**

**Hazardous Material/Waste Management
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NOTICE OF CENTRAL OFFICE EQUIPMENT TEAR-OUT

GLC:_____ Facility Address:_____

Removal Start Date: Scheduled Complete Date:

Hazardous Material/Waste to Be Removed:

Batteries: N___ Y___ Quantity/Type:

Mercury Relays/Switches: N___ Y___ Quantity/Type:

Asbestos: ___Y ___Y Type of Materials:

Other (PCBs, Radon Tubes, etc.) list:

Name:_____ Date:_____ Contact #:_____
Capacity Manager

Name:_____ Date:_____ Contact #:_____
C.O. Supervisor

EXHIBIT G

ASBESTOUS MANAGEMENT

BellSouth Telecommunications
GU-BTEN-001BT

Chapter 3 - Asbestos Management
Issue C, March, 1998

Appendix A - Building Asbestos Management Job Aids

APPENDIX A
Building Asbestos Management Activities Job
Aids

AWA – 001 – “Baseline Surveys”

AWA – 002 - “Updated Baseline Surveys”

AWA – 003 – “Pre-Projects Surveys

AWA – 004 – “Presumed Asbestos Surveys”

AWA – 005 – “Damaged Asbestos Surveys”

AWA – 006– “Repairing and Abating Asbestos”

AWA – 007– “Flooring Maintenance Activities”

AWA – 008– “Clearing Levels”

AWA – 009– “Asbestos Release Response”

AWA – 010– “Asbestos Clean Up”

AWA – 011– “General Maintenance Work”

AWA – 012 – “Pre-Project Asbestos Consideration”

BellSouth Telecommunications
GU-BTEN-001BTChapter 3 - Asbestos Management
Issue B, June, 1996

Appendix A - Building Asbestos Management Job Aids

Job Aid #AWA- 001

2/24/98

| Work Activity | Baseline Surveys | | |
|----------------------------------|---|---|-----------------------------------|
| When Used | When a facility is being leased or purchased by BellSouth When no baseline survey exists | | |
| Performed By | State Asbestos Consultant as requested by the Real Estate Negotiator | | |
| Procedure | The Survey | following process contains the steps taken by the State Consultant for a Building Survey This information will be used to decide whether to purchase or lease the facility. | |
| | Step | Action | |
| | 1 | Inspect all areas of the building and prepare a list of a materials that could contain ACM. | |
| | 2 | Separate each type of material into "homogeneous areas" as defined under AHERA. | |
| | 3 | Collect samples according to AHERA protocol as follows: <ul style="list-style-type: none"> Homogeneous areas < 1000square feet = 3 sample Homogeneous areas 1000 - 5000square feet = 5 samples Homogeneous areas > 5000square feet = 7 samples Note: Samples should be taken according to Work Class III as pre-scribed under OSHA 29CFR 1926.1101 | |
| | 4 | Analyze samples according to Polarized Light Microscopy Note: Laboratory must participate in EPA Interim Asbestos Bulk Sample quality Control Program, be NIST and NVLAP certified | |
| | 5 | Designate homogeneous areas as "asbestos containing" if at least one sample from an homogeneous area contains greater than one percent of asbestos | |
| | 6 | Assess the condition of the asbestos | |
| | 7 | Develop future costs to abate | |
| | 8 | If BST decides to purchase or lease the building, develop a baseline survey re-report following the format adopted by P&SM | |
| | 9 | Label each homogeneous area to explain type of material and color code to indicate the presence of ACM Note: Red will be used to indicate ACM is present; green for the absence of ACM (Appendix G- Exhibit 3) | |
| | 10 | Place "Danger-Asbestos" signs as appropriate. (Appendix -Exhibit | |
| | 11 | Place "Notice - Asbestos" sign as appropriate Appendix - Exhibit 1 | |
| Documentation | What | By Whom | To Whom |
| | Baseline Survey Report | State Asbestos Consultant | Real Estate Negotiator Lead AE |
| Communication | None | | |
| Training | Certification in "Inspecting Asbestos" an "Managing Asbestos" (see Appendix 1) | | |
| Other Resources Available | None identified | | |

BellSouth Telecommunications
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Issue C, March, 1998

Appendix A - Building Asbestos Management Job Aids

Job Aid#AWA-002

2/24/98

| | | | |
|----------------------------------|--|--|---------|
| Work Activity | Updated Baseline Surveys | | |
| When Used | When P&SM Management decides that updating an existing survey is in the best interest of the Management Program for that facility. | | |
| Performed By | State Asbestos Consultant as requested by the Lead AE | | |
| Procedure | The following process contains the steps taken by the State Consultant for a Building Survey. The purpose of these procedures is to update the survey to meet the AHERA protocol | | |
| | Step | Action | |
| | 1 | Inspect all areas of the building and prepare a list of all materials that could contain ACM. | |
| | 2 | Separate each type of material into "homogeneous areas" as defined under AHERA. | |
| | 3 | Evaluate original survey to determine location of previous samples | |
| | 4 | Collect any additional samples according to AHERA protocol as follows: <ul style="list-style-type: none"> • Homogeneous areas < 1000square feet = 3 samples • Homogeneous areas 1000 - 5000square feet = 5 samples • Homogeneous areas > 5000square feet = 7 samples Note: Samples should be taken according to Work Class III as prescribed under OSHA 29CFR 1926.1101 | |
| | 5 | Analyze samples according to Polarized Light Microscopy Note: Laboratory must participate in EPA Interim Asbestos Bulk Sample Quality Control Program, be NIST and NVLAP certified | |
| | 6 | Designate homogeneous areas as asbestos containing if at least one sample from an homogeneous area contains greater than one percent of asbestos | |
| | 7 | Designate homogeneous areas as "Non-asbestos" only when a sufficient number of samples has been determined to contain less than or equal to 1% - asbestos | |
| | 8 | Assess the Condition of the asbestos | |
| | 9 | Develop a survey report following the format adopted by P&SM | |
| | 10 | Label each homogeneous area to explain type of material and color code to indicate the presence of ACM Note: Red will be used to indicate ACM is present; green for the absence of ACM (Appendix G- Exhibit 3) | |
| | 11 | Place "Danger-Asbestos" signs as appropriate. Appendix G-Exhibit 2 | |
| | 12 | Place ""Notice -Asbestos" sign as appropriate Appendix - Exhibit 1 | |
| | 13 | Update "Building Inventory" If a building requires a MP, prepare document And place at building. | |
| Documentation | What | By Whom | To Whom |
| | Updated Baseline Survey Report | State Consultant | Lead AE |
| Communication | Within 24 hours, after previously unidentified asbestos is discovered, the ACP-001 "Notification of Asbestos Presence" protocol should be initiated. | | |
| Training | certification in "Inspecting Asbestos" and "Managing Asbestos" (see Appendix I) | | |
| Other Resources Available | Existing Baseline Survey | | |

BellSouth Telecommunications
GU-BTEN-001BTChapter 3 - Asbestos Management
Issue B, June, 1996

Appendix A - Building Asbestos Management Job Aids

Job Aid #AWA- 003

2/24/98

| Work Activity | Pre -Project Surveys | | |
|---------------|---|--|---------------------------------------|
| When Used | A pre-project survey should be conducted any time the asbestos status of a material to be impacted is not certain | | |
| Affected RDs | Property and Services Management, Network Central Office, Network Power Management | | |
| Performed By | State Asbestos Consultant | | |
| Procedure | The following process contains the steps taken by the State Asbestos Consultant for a Pre-Project Building Survey. The purpose of these procedures is to identify ACM that may be affected by a proposed project, so that proper abatement can occur. | | |
| | Step | Action | |
| | 1 | Inspect areas of the proposed project; prepare a list of materials that could contain ACM | |
| | 2 | Separate each type of material into "homogeneous areas" as defined under AHERA. | |
| | 3 | Evaluate original survey to determine location of previous samples in the project area | |
| | 4 | Collect any additional samples according to AHERA protocol as follows: • Homogeneous areas < 1000square feet = 3 samples • Homogeneous areas 1000 - 5000square feet = 5 samples • Homogeneous areas > 5000square feet = 7 samples Note: Samples should be taken according to Work Class III as prescribed under OSI-IA 29CFR 1926.1101 | |
| | 5 | Analyze samples according to Polarized Light Microscopy Note: Laboratory must participate in EPA Interim Asbestos Bulk Sample Quality Control Program, be NIST and NVLAP certified. | |
| | 6 | Designate homogeneous areas as asbestos containing if at least one sample from an homogeneous area contains greater than one percent of asbestos | |
| | 7 | Designate homogeneous areas as "Non-asbestos" only when a sufficient number of samples has been determined to contain less than or equal to 1% asbestos | |
| | 8 | Assess the Condition of the asbestos | |
| | 9 | Develop a survey report following the format adopted by P&SM | |
| | 10 | Label each homogeneous area to explain type of material and color code to indicate the presence of ACM Note: Red will be used to indicate ACM is present; green for the absence of ACM (Appendix G- Exhibit 3) | |
| | 11 | Place "Danger-Asbestos" signs as appropriate. (Appendix G- Exhibit 2) | |
| | 12 | Update building inventory file | |
| | 13 | Prepare work permit for proposed construction/maintenance project | |
| Documentation | What | By Whom | To Whom |
| | Work Permit (Exb. 6- Appendix G) | BST Facility/Project/Program Manager Lead AE | Lead AE Project File |
| | Update Bldg. Inventory | State Asbestos Consultant | State Asbestos Consultant /Lead AE |
| Communication | ACP-002 ; ACP-003 if Asbestos Abatement Occurs | | |
| Training | Certification in "Inspecting Asbestos" and "Managing Asbestos" (see Appendix I) | | |
| Resources | Existing Building Surveys | | |

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Appendix A - Building Asbestos Management Job Aids

Job Aid #AWA- 004

2/24/

98

| | | | |
|------------------------|--|---|----------------|
| Work Activity | <i>Presumed Asbestos Surveys</i> | | |
| When Used | In the event that an AHERA survey has not been completed and a decision has been made to presume the materials to be asbestos. The presumption of ACMs applies to all buildings built or material installed prior to 1981. | | |
| Affected RDs | Property and Services Management | | |
| Performed By | State Asbestos Consultant | | |
| Procedure | The following process contains the steps to be followed for a Presumed Asbestos Building Survey | | |
| | Step | Action | |
| | 1 | Inspect all areas of the proposed project and prepare a list of all materials that could contain ACM. | |
| | 2 | Separate each type of material into "homogeneous areas" as defined under AHERA. | |
| | 3 | Presume all Thermal System Insulation (TSI), surfacing material, and resilient flooring to be asbestos | |
| | 4 | Designate these homogeneous areas of building material as asbestos containing | |
| | 5 | Determine the quantity of presumed ACM | |
| | 7 | Assess the Condition of the presumed asbestos | |
| | 8 | Develop a survey report following the format adopted by P&SM | |
| | 9 | Place Labels , "Danger-Asbestos" signs and "Notice - Asbestos" signs as appropriate. See ACP-001 for guidance. | |
| Documentation | What | By Whom | To Whom |
| | Updated Building Inventory | Asbestos Project Manager | Lead AE |
| Communication | ACP-002 | | |
| Training | Certification in "Inspecting Asbestos" and "Managing Asbestos" see Appendix I | | |
| Other Resources | Existing Building Surveys | | |

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Appendix A - Building Asbestos Management Job Aids

Job Aid #AWA- 005

2/24/98

| Work Activity | Damaged Asbestos Surveys | | |
|-----------------|---|--|----------------|
| When Used | Following a call to the BSC to report damaged asbestos, during a Environmental compliance review. | | |
| Affected RDs | Property and Services Management | | |
| Performed By | Facility Manager, State Asbestos Consultant, Environmental/Safety area manager. | | |
| Procedure | The following process contains the steps taken to determine if damaged material contains Asbestos | | |
| | Step | Action | |
| | 1 | Inspect all areas o the reported damage asbestos | |
| | 2 | Refer to the building survey, if available, for asbestos location information. Alternately refer to building material labeling or confer with the Lead AE. If the survey Conforms to the AHERA protocol, utilize that survey information to determine if the material is asbestos and GO TO Step 9. Otherwise continue through steps 3-8. | |
| | 3 | Separate each type of material into "homogeneous areas" as defined under AH-ERA. | |
| | 4 | Evaluate original survey to determine location o previous samples | |
| | 5 | Collect any additional samples according to AHERA protocol as follows: <ul style="list-style-type: none"> • Homogeneous areas < 1000square feet = 3 samples • Homogeneous areas 1000 - 5000square feet = 5 samples • Homogeneous areas > 5000square feet = 7 samples Note: Samples should be taken according to Work Class III as prescribed under OSHA 29CFR 1926.1101 | |
| | 6 | Analyze samples according to Polarized Light Microscopy Note: Laboratory must participate in EPA Interim Asbestos Bulk Sample Quality Control Program, be NIST and NVLAP certified | |
| | 7 | Designate homogeneous areas as asbestos containing if at least one sample from an homogeneous area contains greater than one percent of asbestos | |
| | 8 | Designate homogeneous areas as "Non-asbestos" only when a sufficient number of samples has been determined to contain less than or equal to 1% asbestos | |
| | 9 | Assess the Condition, Location, and Type of asbestos | |
| | 10 | Utilize "Asbestos Assessment and Decision Table" to determine the action required for the BSC request. | |
| | 11 | Perform action required. | |
| | 12 | Close B ticket. | |
| | 1 | Update "Building Inventory" following abatement o AC | |
| Documentation | What | By Whom | To Whom |
| | Updated Survey Report | Facility Manager or State Asbestos Consultant | Lead AE |
| Communication | Communication Protocol #A P-003, if asbestos abatement occurs | | |
| Training | Certification in "Inspecting Asbestos" and "Managing Asbestos" see Appendix I | | |
| Other Resources | Existing Building Surveys | | |

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Appendix A - Building Asbestos Management Job Aids

Job Aid #AWA – 006

2/24/98

| | | | |
|----------------------|---|---|---|
| Work Activity | Repairing and Abating Asbestos | | |
| When Used | For removing, encapsulating, or enclosing ACM prior to renovation, demolition, maintenance or construction activities. Also used to correct damaged asbestos. | | |
| Performed By | FM/PM/Lead AE State -Asbestos Consultant Asbestos Abatement Contractor Note: for Floor Tile Removal (OSHA Class 11 activity), the use of contractors that are not on the BSALLIP list, but are trained/licensed according to asbestos regulations is allowed. However, any modification to OSHA Work Class II procedures must be approved by BST | | |
| Procedure | The following process should be used after it is known (through sampling or review of existing Information) that asbestos will be affected by a project: | | |
| | Step | Action | |
| | 1 | FM/PM/Lead commission a qualified asbestos consultant (consultant must be Qualified as an EPA Project Designer). For consulting fees > \$ 50,000, contact P&SM-Procurement | |
| | 2 | State Consultant decides approach according to the following criteria: If Amount is over 260 LINEAR FEET, 160 SF, or 35cubic feet use a Consultant to Design, go to Step 5 . If Amount is less, use a consultant to design and direct the abatement project, Go to Step 4 | |
| | 3 | State Consultant develops, designs and bids or negotiates Abatement Documents (include a copy of the <i>BSALLIP Air Monitoring and Pressure Differential Standard</i>) | |
| | 4 | State Consultant contacts P&SM-Lead AE to obtain an appropriate contractor (BSALLIP and EPA approved) | |
| | 5 | State Consultant completes a BSAL IP Project Application | |
| | 6 | Contractor/Consultant develops Method of Procedure MOP | |
| | 7 | Abatement Contractor performs Abatement Project | |
| | 8 | State Consultant updates Building Inventory and signage | |
| | Documentation | What | By Whom |
| | | BellSouth Post - Completion Report | State Asbestos Consultant |
| | | 10-day Notification | Consultant or Contractor |
| | | Asbestos Abatement Project Report | State Asbestos Consultant Contractor – for small projects |
| | | | Area Safety Manager |
| | Communication | Notify Safety 10 days prior to project start to inform building occupants of Project – Utilize Communication Protocol # ACP-003 to provide information to occupants of the Building | |
| | | Notify Environmental Management of project - Utilize a copy of 10 - day regulatory notice | |
| | Training | Certification in "Supervision of Asbestos Projects" Licensing and Certification from State and Local Agencies BSALLIP approved | |

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Appendix A - Building Asbestos Management Job Aids

Job Aid #AWA-007

2/24/98

| Work Activity | | Flooring Maintenance | |
|-----------------------------------|--|--|--|
| When Used | For floor maintenance activities where floor tile and resilient flooring contains asbestos. For materials installed prior to 1981, all floor tile and resilient flooring is presumed to contain asbestos unless proven otherwise | | |
| Performed By | House Service Contractors; Asbestos Abatement Contractors, Other Contractors | | |
| Prohibitions / Restrictions | The following activities are prohibited or restricted in floor maintenance: | | |
| | Item | Activity | |
| | 1 | Sanding of asbestos-containing flooring material | |
| | 2 | Stripping of finishes must be conducted by using low abrasion pads at speeds lower than 300 rpm and wet methods | |
| | 3 | Burnishing or dry buffing may be performed only on asbestos-containing flooring which has sufficient finish so that the pad cannot contact the asbestos-containing material. | |
| Removal of Individual Tiles | The following applies to removal of individual floor tiles: | | |
| | Step | Action | |
| | 1 | HEPA vacuum the floor | |
| | 3 | Wet surface of tile | |
| | 2 | Pry-up tiles individually | |
| | 3 | Place in impermeable trash bag | |
| | 4 | Call the BSC for disposal | |
| | 5 | Document <ul style="list-style-type: none">• removal in asbestos building inventory• disposal in Hazardous Material/Waste Management Binder | |
| Large Scale Removal of Floor Tile | The following decision criteria is used to determine the action necessary for asbestos-containing floor treatments. This should be used as guidance only. <ul style="list-style-type: none">• In vacant space with no traffic flow, do not abate floor tile• In vacant space with traffic flow and with sound floor tile, do not abate• In vacant space with traffic flow and excessively -deteriorated asbestos containing flooring (tile or mastic), abate• If equipment is to be placed over damaged ACM, a site specific evaluation should be made to Determine if abatement of the portion of the area where the new equipment will go can be accomplished without creating an unacceptable hazard to existing equipment or incurring unacceptable expense | | |
| | Note: for Floor Tile Removal (OSHA Class II activity), the use of contractors that are not on the BSALLIP list, but are trained/licensed according to asbestos regulations is allowed. However, any modification to OSHA Work Class II procedures must be approved by BST | | |
| Documentation | What | By Whom | To Whom |
| | BellSouth Post-Completion Report | State Asbestos Consultant | BALLIP and Project Manager State Asbestos Consultant/Lead AE |
| | 10-day Notification | Consultant or Contractor | On-site Hazardous Material/ Waste Management Binder |
| | Asbestos Abatement Project Report | State Asbestos Consultant Contractor - for small projects | BALLIP - 30 days of completion Project Manager State Asbestos Consultant/Lead AE |
| Communication | Notification of Asbestos Project- ACP-002 | | |

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Chapter 3 - Asbestos Management

Issue C, March, 1998

Appendix A - Building Asbestos Management Job Aids

Job Aid #AWA-008 2/24/98

| Work Activity | Clearance Levels | | |
|---|---|---|--|
| When Used | Following Asbestos Projects (an "asbestos project" refers to the removal, enclosure, encapsulation, repair of asbestos or other activities that may disturb asbestos) | | |
| Performed By | Accredited Asbestos Consultants / Accredited Laboratory | | |
| Clearance Level | Required - Phase Contrast Microscopy (PCM) Clearance Level: 0.010 f/cc Optional - Transmission Electron Microscopy (TEM) Clearance Level: 70 s/mm2 | | |
| Abatement Area Sampling | Description | <ul style="list-style-type: none"> Abatement areas that meets the following criteria: more than 1 day duration, and Requires OSHA Class I and II work activities | |
| | Procedures | <ul style="list-style-type: none"> Conduct final clearance sampling only after the secondary (inside) containment barriers have been removed; the abatement area has been thoroughly dried; and, it has passed visual inspection tests by qualified personnel After the area has passed a thorough visual inspection, use aggressive Sampling conditions to dislodge any remaining dust (perform only within enclosure) For PCM analysis (NIOSH Method 7400) <ul style="list-style-type: none"> collect 5 samples within the abatement area response action is complete if the concentration of fibers for each of the five samples is less than or equal to 0.01 fibers/cm3 If the abatement site does not satisfy this, the site must be re-cleaned and a new sample collected. For TEM Analysis <ul style="list-style-type: none"> collect a minimum of 13 samples; five inside the abatement area, five outside the abatement area, two field blanks, and one sealed blank. Response action is complete if either: (1) the arithmetic mean is less than or equal to 70 s/mm2 and the average concentration inside the abatement area is not statistically higher than the average concentration Measured outside If the abatement site does not satisfy either (1) or (2) above, the site must be re-cleaned and a new set of samples collected. | |
| Small Scale Asbestos Projects and Asbestos Release Response | Descriptions | Abatement /response areas that meet one of the following criteria: Less than 1 day duration Use glove-bag removal practices involve clean-up of asbestos releases | |
| | Procedure | <ul style="list-style-type: none"> Conduct final clearance sampling only after the abatement area has been thoroughly dried; and, it has passed visual inspection tests by qualified Personnel. Do not utilize aggressive sampling techniques unless test area is within an enclosure For PCM Analysis, <ul style="list-style-type: none"> Collect three sample in the area of abatement Response action is complete if the concentration of fibers for each of the three samples is less than or equal to 0.01 fibers/cm3 If the abatement site does not satisfy this, the site must be re-cleaned and a new sample collected. | |
| Documentation | What | By Whom | To Whom |
| | Include Air Monitoring Results in Asbestos Abatement Project Report | State Asbestos Consultant Contractor - for small projects | BSALLIP - 30 days of completion Project Manager State Asbestos Consultant Lead AE |
| Communication | Communication Protocol A P- "Notification o Asbestos Project -Final Results Communication Protocol ACP-004 "Notification) of Asbestos Release" -Final Results | | |

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Appendix A – Building Asbestos Management Job Aids

Job Aid #-009

| Work Activity | Asbestos Release Response | | |
|-------------------------------|---|--|--|
| When Used | Following unplanned Release of Asbestos from building materials into BST Buildings and into the environment. | | |
| Performed By | Initial Responder (any BST employee, vendor, etc.) BST Facility Managers BST Facility Related -Asbestos Abatement Contractor Asbestos Consultant | | |
| Procedure | The | following process should be used in response to asbestos emergency release: | |
| | Step | Action | |
| | 1 | Initial Responder calls the BSC to report release of asbestos 780-2740 for NC, SC, FL, GA 557-6194 LA, MS, TN, AL, KY | |
| | 2 | BSC refers Work Order to Facility Manager | |
| | 3 | Facility Manager arrives at site and ensures the following procedures are followed: 1) Restrict air flow to area by shutting-off or temporarily modifying ventilation to area to prevent the distribution of fibers to other areas of the building 2) Restrict access and post signs 3) Saturate the debris using wet methods if possible 4) Provide information to Area Safety Manager so they can Inform building occupants of release 5) Contact State Asbestos Consultant/Lead AE for Clean-up | |
| | 4 | Asbestos Abatement Contractor cleans the area using job Aid AWA-010 "Clean-up of ACM" and Job Aid AWA-008 "Asbestos Clearance Levels" Note: No cleanup of ACM should be attempted by a BellSouth employee. | |
| | 5 | Dispose according to AWA-020 Work Practice "Disposition of ACM" | |
| | 6 | Maintain documentation in Hazardous Material / Waste Management Binder | |
| Documentation | What | By Whom | To Whom |
| | Spill/Release Clean-up Report (from GU-BTEN-001BT – Chapter 4. – Hazardous Materials/Waste Management M&P | State Asbestos Consultant or Asbestos Abatement Contractor | Place report in appropriate "Hazardous Material/Waste Management" file copy to Lead AE |
| Communication | Communication Protocol ACP –004 "Notification of Asbestos Release" | | |
| Training | Awareness Training – see Appendix I | | |
| Additional Information | Section 4.7 "Responding to Hazardous Material/Waste Spills/Release", Chapter 4, GU-BTEN-001BT | | |

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Appendix A - Building Asbestos Management Job Aids

Job Aid #AWA-010

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| Work Activity | Clean -up of Asbestos | | |
|-------------------------------|--|--|---|
| When Used | Following an asbestos release | | |
| Performed By | Asbestos Consultant Asbestos Abatement Contractor | | |
| Procedure | The | following process should be used to clean-up asbestos: | |
| | Step | Action | |
| | 1 | Facility Manager arrives at site and follows procedures in Job Aid AWA-009 "Asbestos Release Response" | |
| | 2 | Facility Manager contacts Asbestos Consultant, if appropriate | |
| | 3 | State Asbestos Consultant assesses area of release and recommends action required. Should the condition of the release require OSHA Work Practices, an Asbestos Abatement Contractor will be dispatched to the facility. The State Asbestos Consultant should notify the Lead AE of the release and clean-up. | |
| | 4 | An Asbestos Abatement Contractor cleans area of release according to the direction of the Asbestos Consultant | |
| | 5 | Following Clean-up, air samples are collected according to OSHA requirements to establish if area has been adequately clean (see AWA-008 "Asbestos Clearance Levels) | |
| | 6 | Building Occupants are notified of results of air monitoring | |
| | 7 | Release area is reopened for building occupancy | |
| Documentation | What Spill/Release Clean-up Report (from GU-BTEN-001BT – Chapter 4 - Hazardous Materials/Waste Management Method & Procedure | By Whom State Asbestos Consultant or Asbestos Abatement Contractor | To Whom place report in appropriate "Hazardous Material/Waste Management" file copy to Lead AE |
| Communication | Communication Protocol A - 004 "Notification of Asbestos Release" | | |
| Training | Certification in "Supervision of Asbestos Projects" Licensing and Certification from State and Local Agencies BSALLIP approved | | |
| Additional Information | Section 4.7 "Responding to Hazardous Material/Waste Spills/Release", Chapter 4, GU-BTEN-001BT | | |

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Chapter 3 - Asbestos Management

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Appendix A - Building Asbestos Management Job Aids

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Job Aid #AWA-011

| Work Activity | General Maintenance Work | |
|---|---|--|
| When Used | This procedure should be followed when conducting other activities that will "disturb" ACMs or when conducting activities that will "contact" asbestos but not disturb it NOTE: If a building has implemented a site specific Operations and Maintenance Plan, the information contained in that plan supersedes this Job Aid. | |
| Performed By Requirements When Disturbing Asbestos (OSHA Class III activi- ties) | Maintenance or Requirements | custodial vendors |
| | Communication (see ACP-005) | Post the following notification sign: DANGER ASBESTOS CANCER AND LUNG DISEASE HAZARD AUTHORIZED PERSONNEL ONLY |
| | Training | <ul style="list-style-type: none"> 16 hour Maintenance and Custodial training (or as determined by the "Competent Person") Annual refresher required |
| | Regulated Area | Clearly mark off the work area cones/tape and place a drop cloth where the activity will be performed |
| | HEPA Vacuum Other | If a vacuum is required; only HE PA filter equipped vacuums may be used If activity generates asbestos fiber levels greater than the PEL 0.1 fibers / cc) additional requirements must be implemented: <ul style="list-style-type: none"> Respirator use, protective clothing barriers, decontamination area, notifications |
| Requirements When Disturbing Asbestos (OSHA Class III activi- ties) | Examples | <ul style="list-style-type: none"> repair of elbow on pipe drilling holes in ACM wallboard, resilient flooring or transite transite duct repair removal of mastics popping up ceiling tile if asbestos debris is present laying or pulling cable where ACM is present removal of ACM ceiling tiles (< 6) removal of small amounts of resilient flooring (< 120 sq. ft) |
| | Requirements | Description |
| Requirements When Contacting but not disturbing Asbestos (OSHA Class IV activi- ties) | Communication | Not required unless activity is above PE (.1 fibers/cc) |
| | Training | 2 our Awareness or as determine by the "Competent Person" |
| | Regulated Area | No demarcation required unless above the PEL |
| | Other | If activity generates asbestos fiber levels greater tan the EL 0.1 fiber; cc) additional requirements must be implemented: <ul style="list-style-type: none"> respirator use , protective clothing barriers, decontamination area |
| | Example | Floor tile maintenance (waxing/buffing) |
| Requirements for Custodial | Requirements | Description |
| | Communication | Not require unless activity is above PEL (.1 fibers/cc) |
| Activities | Training | 2 Hour Awareness or as determined by the "Competent Person") |
| | Regulated Area Other | No demarcation require unless above the PEL If activity generates asbestos fiber levels greater than the PEL (0.1 fibers cc) additional requirements must be implemented: <ul style="list-style-type: none"> respirator use, protective clothing barriers, decontamination area |
| Action for Non-Compliance | Should activities be observed that are not in compliance with the above requirements, activities should be stoped and the contractor supervisor should be immediately notified. (Contact the Building Service Center for emergencies) | |

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Appendix A - Building Asbestos Management Job Aids

Job Aid #AWA-012

2/24/98

| | | | |
|----------------------|--|---|--------------------------------------|
| Work Activity | <i>Pre-Project Asbestos Consideration</i> | | |
| When Used | This procedure should be followed prior to any maintenance, renovation, demolition, or installation that could impact asbestos containing building materials | | |
| Performed By | Project Manager, Program Manager, Facility Manager OR Lead AE | | |
| Procedure | <i>For work conducted under the Lead AE program:</i> Lead AE accesses building records, ascertains asbestos status of impacted materials, coordinates surveys or abatements, as needed, and executes the Work Permit authorizing the project to continue. This work is conducted as part of the overall project. | | |
| | <i>For work conducted outside of the Lead AE program:</i> | | |
| | Step | Action | |
| | 1 | Initiating Manager (Project, Program, or Facility Manages responsible for completing Work Permit. | |
| | 2 | Manager will evaluate the materials to a impacted y the propose project | |
| | 3 | If any building material potentially containing asbestos may be impacted, The Manager requests an evaluation of building records from the Lead AE to ascertain if sufficient information is available to determine the asbestos content Of the material. | |
| | 4 | Lead AE accesses building records and reports, asbestos status of the materials In question to the Manager . | |
| | 5 | If material is definitely negative, the Manager executes the Work Permit by completing Sections 1,2 and 3 and checking the block marked "No Asbestos Present" and signing to authorize. | |
| | 6 | If material is definitely positive, the Manager completes Sections 1,2 and 4 of the Work Permit, and ascertains the appropriate response - abatement or re-designing project to avoid the material. | |
| | | If material is larger than 150 sq. ft, 20 linear feet, or 3 cu ft, the Manager contacts the Lead AE for concurrence on scope. | |
| | 7 | When the response is complete, the Manager signs the Work Permit authorizing continuation of the project. | |
| | 8 | If the asbestos status of the material is uncertain, the Manager initiates a Pre-Project Asbestos Survey (see Job Aid AWA-003). | |
| | 9 | Once the asbestos status is determined, the Manager continues with pre-project planning as noted above. | |
| Documentation | What | By Whom | To Whom |
| | Executed Work Permit | BellSouth Manager or Lead AE | Building Survey File Project File |

Appendix D

Asbestos Communication Job Aids

ACP-001 "Notification of Asbestos Presence"

ACP-002 "Notification of Asbestos Prior to Projects"

ACP-003 "Notification for Asbestos Projects"

ACP-004 "Notification for Asbestos Release"

ACP-005 "Notification of Regulated Asbestos Area"

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Appendix D- Asbestos Communication Job Aids

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Job Aid #ACP –001 2/24/98

| Communication Protocol | | Notification of Asbestos Presence | |
|-------------------------------|-------------|--|--|
| When Used | | <p>To notify</p> <ul style="list-style-type: none"> • vendors whose employees will work in or next to areas with ACM/PACM • BST personnel who will work in or next to areas with ACM/PALM • all employers on multi--employer worksites whose employees will work in or next to such areas • tenants who will work in such areas <p>Note: if previously unidentified asbestos is discovered, this notification must be made within 24 hours of discovery.</p> | |
| <i>Performed By</i> | | <i>Property and Services Management</i> | |
| Procedure | The sumed | following is a list asbestos | requirements that will be followed for all buildings that contain asbestos or pre- |
| | Item | Description | |
| | 1 | Building Signage - "Notice -Asbestos" | <p>Requirement: for Buildings without OMPs:</p> <ul style="list-style-type: none"> • Required for all facilities where ACM or PACM may be present • Post at service entrance of facility or on official company bulletin board <p>Reference: See Exhibit 1 to Appendix G</p> |
| | 2 | OMP Building Signage - "Notice -Asbestos" | <p>Requirement: for Buildings with OMPs:</p> <ul style="list-style-type: none"> • Post at service entrance of facility or on official company bulletin board <p>Reference: See Exhibit 9 in appendix G.</p> |
| | | Building Signage - "Danger-Asbestos" | <p>Requirement: Posted in a place that is immediately visible inside the following rooms</p> <ul style="list-style-type: none"> • Rooms or areas where exposed asbestos surfacing is present • Rooms where thermal system insulation containing asbestos or presumed asbestos is present <p>Format: Signs must be clearly visible and must contain the following:</p> <div data-bbox="928 1039 1502 1390" data-kind="parent"> <div style="text-align: center;"> <p>DANGER</p> <p>ASBESTOS</p> <p>THIS AREA CONTAINS OR MAY CONTAIN ASBESTOS</p> <p>INCLUDE, BUT NOT LIMITED TO, THE FOLLOWING: BREATHING ASBESTOS DUST MAY CAUSE CANCER AND LUNG DISEASE DO NOT DISTURB ACM WITHOUT FOLLOWING PROPER PROCEDURES AND WORK PRACTICES AS SPECIFIED IN OSHA 29 CFR CONTACT THE BUILDING SERVICE CENTER TO REQUEST INFORMATION OR TO REPORT DAMAGED ASBESTOS</p> </div> </div> <p>Reference: See Exhibit 2 in Appendix G</p> |
| | 3 | Material Labeling | <p>Requirements:</p> <p>All ACM or PACM must be labeled, with the following exceptions:</p> <ul style="list-style-type: none"> • Not required for ACM contained in rooms which have appropriate signs posted at entrances • Not required for encapsulated ACM • Not required where applying a label to the materials would cause a release of fibers • Not required where the material is inaccessible • Not required for flooring, baseboards, ceiling, etc., where labeling is impractical <p>Format:</p> <p>Labels must be printed in large, bold letters on a red contrasting background and must contain the following information:</p> <div data-bbox="709 1726 1343 1831" data-kind="parent"> <p>DANGER</p> <p>CONTAINS ASBESTOS FIBERS AVOID CREATING DUST CANCER AND LUNG DISEASE HAZARD</p> </div> <p>Reference : See Exhibit 3 in Appendix G</p> |

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Appendix D- Asbestos Communication Job Aids

2/24/98

Job Aid #ACP -002

| | | | |
|----------------------------------|--|--|--------------------------------------|
| Communication <i>Protocol</i> | Notification of Asbestos Prior to Projects | | |
| When Used | <ul style="list-style-type: none"> To notify vendors whose employees will work in or next to areas with ACM/PACM To ensure asbestos is considered prior to projects | | |
| Performed By | BellSouth as the Owner Vendors who perform work | | |
| Responsibilities | The following is a list responsibilities for pre-project asbestos notifications | | |
| | BellSouth Responsibilities | | |
| | <ul style="list-style-type: none"> Assure areas containing asbestos are posted with proper Signage - see Job Aid ACP—001 Evaluate asbestos prior to projects - see Job Aid AWA-004 Notify vendor of asbestos presence – use Signs/Labels as initial notice Pre-Project Survey Report, Exhibit 7 when Pre-Project inspections are required (see AWA-003 for guidance) Assure vendor performs work according to requirements in contract | | |
| | Vendor Responsibilities | | |
| Documentation | What | By Whom | To Whom |
| | Pre-Project Survey Report | State Asbestos Consultant, Or Facility/Project Manager | State Asbestos Consultant Lead AE |
| | Work Permit (Appendix G, Exhibit 7) | FM/PM/Lea AE | Lea AE Project file |
| Communication Protocol | ACP-001 "Notification of Asbestos Presence" | | |
| Additional Re- - Sources | Job Aid #AWA-003 "Pre-Project Surveys" | | |

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Job Aid #ACP -003

| | | | |
|----------------------------------|--|--|---|
| Communication Protocol | Notification for Asbestos Projects (an "asbestos project" refers to the removal, enclosure, encapsulation, repair of asbestos or other activities that may disturb asbestos) | | |
| When Used | Prior to asbestos project and no more than 10 days after project completion | | |
| Performed By | State Asbestos Contractor / Consultant Area Safety Manager | | |
| Procedure | Step | Action | |
| | 1 | State Asbestos Consultant/Contractor prepares internal asbestos 'Asbestos Project Notification' (Appendix G, Exhibit 5) and identifies appropriate building occupants. State Asbestos Consultant/Contractor prepares 10-day required NESHAP notification (if Applicable) and sends to regulatory body in that area. | |
| | 2 | State Asbestos Consultant sends copy of notifications to the Environmental/ Safety Manager in that area | |
| | 3 | Area Safety Manager notifies building occupants of project in letter form and conducts 'Right to Know' meeting | |
| | 4 | Consultant/Contractor posts 'Asbestos Project Notification' in areas adjacent to project areas in plain site of affected building occupants | |
| | 5 | Area Safety Manager remains available to answer any questions concerning asbestos and the project during its duration | |
| | 5 | By 10 days after completion of project, Post final air monitoring results on "Asbestos Project Notification" form | |
| Documentation | What | By Whom | To Whom |
| | Information Letter | Area Safety Manager | Building Occupants |
| | Asbestos Project Notification Form, Appendix G - Exhibit 5 | State Asbestos Consultant/ Contractor | Building Occupants - retain copy for project file |
| Other Resources Available | Job Aid AWA-003 "Pre-Project Surveys" | | |

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Chapter 3 – Asbestos**Issue C,****Appendix D - Asbestos Communication Job Aids****Job Aid #ACP-004****2/24/98**

| | | | |
|---------------------------|--|---|---|
| Communication Protocol | Notification for Asbestos Release | | |
| When Used | Following an asbestos release to inform building occupants | | |
| Performed By | Area Safety Manager / State Asbestos Consultant | | |
| Procedure | Step 1 | Action State Asbestos Consultant/Contractor/Facility Manager stabilizes area o release per Job Aid AWA-009. | |
| | 2 | State Asbestos Consultant/Contractor prepare asbestos 'Asbestos Project Notification" Appendix G, Exhibit 4) and identifies appropriate building occupants. | |
| | 3 | State Asbestos Consultant -sends notification to Area Safety Manager | |
| | 4 | Area Safety Manager notifies appropriate building occupants of release in letter form and/ or visits site in-person Note -"Appropriate buildings occupants" refers to those workers and vendors that work in areas adjacent to the asbestos release regulated area. | |
| | 5 | Area Safety Manager posts 'Asbestos Release Notification" m areas adjacent to release m plain site of affected building occupants Note: Alternately, the Area Safety Manager can negotiate with the State Asbestos Consultant or other responsible party to post signs | |
| | 6 | Area Safety Manager remains available to answer any questions concerning asbestos and the project during its duration | |
| | 7 By 10 days after clean -up of area of release , State Asbestos Consultant posts the final air monitoring results on "Asbestos Release Notification "form and copies the Regional Safety Manager. | | |
| Documentation | What | By Whom | To Whom |
| | Information Letter | Area Safety Manager | Building Occupants |
| | Asbestos Release Notification , Appendix G – Exhibit 5 | Area Safety Manager | Building Occupants – retain copy for project file |
| Other Resources Available | none identified | | |

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| <i>Communication Protocol</i> | Notification for Asbestos Regulated Area |
|---|--|
| <i>When Used</i> | Prior to setting up an asbestos regulated area for the purposes of performing activities that impact or may impact asbestos. To be used to notify other workers in the area that an asbestos "regulated area" has been set-up. |
| <i>Performed By</i> | BST vendors performing work in BST Buildings |
| <i>Format for Regulated Areas Where Respirators and Protective Clothing are Required</i> | <p style="text-align: center;">DANGER ASBESTOS CANCER AND LUNG DISEASE HAZARD AUTHORIZED PERSONNEL ONLY RESPIRATORS AND PROTECTIVE CLOTHING ARE REQUIRED IN THIS AREA</p> |
| <i>Format for Regulated Areas Where Respirators or Protective Clothing is <u>Not Required</u></i> | <p style="text-align: center;">DANGER CANCER AND LUNG DISEASE HAZARD AUTHORIZED PERSONNEL ONLY</p> |
| <i>Other Resources Available</i> | Exhibit 10, Appendix G |

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Appendix G Asbestos Forms

- Exhibit 1- Notice - Asbestos**
- Exhibit 2 - Danger - Asbestos**
- Exhibit 3 - Asbestos Labels**
- Exhibit 4 - Asbestos Project Notification**
- Exhibit 5 - Asbestos Release Notification**
- Exhibit 6 - Pre-Project/ Work Activity Asbestos Report**
- Exhibit 7 - Damaged Asbestos Action Worksheet**
- Exhibit 8 - Asbestos Compliance Review Form**
- Exhibit 9 - Notice of Asbestos (OMP Building)**
- Exhibit 10 - Danger - Asbestos Regulated Area**

NOTICE

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Exhibit 1 - Notice - Asbestos
Sign

**THIS BUILDING CONTAINS OR MAY CONTAIN
ASBESTOS
CONTAINING MATERIALS (ACM)**

**DO NOT DISTURB ACM WITHOUT FOLLOWING
PROPER PROCEDURES**

**CONTACT THE BUILDING SERVICE CENTER TO
REQUEST
INFORMATION or TO REPORT DAMAGED
ASBESTOS**

780-2740 for North Carolina, South Carolina, Florida, Georgia
557-6194 for Louisiana, Mississippi, Tennessee, Alabama, Kentucky

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**THIS AREA CONTAINS OR MAY CONTAIN ASBESTOS
CONTAINING MATERIALS (ACM)**

EXAMPLES INCLUDE, BUT NOT LIMITED TO, THE FOLLOWING:

- HVAC INSULATION
- PIPING
- DUCT/PLENUM
- TANKS
- BOILERS
- STANDBY ENGINE
EXHAUST
- FLEXIBLE DUCT

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BREATHING ASBESTOS DUST MAY CAUSE CANCER AND LUNG DISEASE

**DO NOT DISTURB ACM WITHOUT FOLLOWING PROPER PROCEDURES
AND WORK PRACTICES AS SPECIFIED IN OSHA 29 CFR 1926.1101**

**CONTACT THE BUILDING SERVICE CENTER TO REQUEST
INFORMATION or TO REPORT DAMAGED ASBESTOS**

**780-2740 for North Carolina, South Carolina, Florida, Georgia
557194 for Louisiana Mississippi, Tennessee Alabama Kentucky**

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DANGER
CONTAINS ASBESTOS FIBERS
AVOID CREATING DUST
CANCER AND LUNG DISEASE HAZARD
Sample # _____

Asbestos containing material

NON-ASBESTOS CONTAINING
MATERIAL
Sample # _____

Non-asbestos containing material

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Exhibit 4 – Asbestos Project Notification

NOTICE

Asbestos Project Notification to Building Occupants

Schedule:

Begin:

End:

**Location of
Work:**

**Description of
Work:**

**Quantity of
Asbestos:**

Final Clearance Air Monitoring Results:
(to be provided no more than 10 days after project closure)

**Contact for
questions:**

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Exhibit 5 – Asbestos Release Notification

NOTICE

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Exhibit 6 - Pre Project Asbestos Work Permit

Asbestos Release Notification to Building Occupants

Details of Release:

Location of Release:

Description of Corrective Action:

Final Clearance Air Monitoring Results:
(to be provided no more than 10 days after project closure)

Contact for questions:

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Exhibit 7 – Damaged Asbestos Action Worksheet

| Damaged Asbestos Action Worksheet | |
|---|---|
| Facility: | |
| Asbestos Description: | |
| Reference Work Order #/ENO#: | |
| <i>Assign points according to the following asbestos criteria:</i> | |
| ACM Type T = | |
| <i>Points</i> | <i>Material Type</i> |
| 1 | Transite / Cementitious Material |
| 2 | Vinyl Asbestos Floor Tile |
| 3 | Caulk, Wallboard, Firestoppmg |
| 4 | Thermal System Insulation |
| 5 | Acoustical Surfacing / Fireproofing |
| Asbestos Condition C = | |
| <i>Points</i> | <i>Material Condition</i> |
| 1 | Slight damage - non-friable, low potential for disturbance |
| 2 | Slight Damage - friable, low potential for disturbance |
| 3 | Moderate damage - friable, low to moderate potential or disturbance |
| 4 | Moderate damage - friable, moderate to high potential or disturbance (in air stream) |
| 5 | Extreme Damage - friable, high potential for disturbance (in air stream) |
| Asbestos Location L = | |
| <i>Points</i> | <i>Material Location</i> |
| 1 | Locked / unused area; outside facility |
| 2 | Locked or unlocked with limited access - occasionally used (Boiler Room, Cable Vault, Crawl Space) |
| 3 | Mechanical Room (not a plenum)/moderate activity; Unoccupied open space-switch room, Basement |
| 4 | Moderate Occupancy Room (admin space 2-5 people) |
| 5 | High Occupancy (> 5 people); high traffic area (hallways, entrance, restrooms), if AHU Room is a plenum |
| Asbestos Quantity (<i>refers to quantity of damaged material only</i>) - Q = | |
| <i>Points</i> | <i>Material Quantity</i> |
| 1 | Minor amount (1-2 sq foot, 1 inches) |
| 2 | Small (2-4 sq ft., 0.5-2 linear feet) |
| 3 | Moderate (4-50 sq ft, 2-50 linear feet) |
| 4 | Large (50 - 270 sq ft., 50-160 linear feet) |
| 5 | Significant (>270 sq ft, > 160 linear feet) |
| Multiply T x C x L x Q = _____ (ACM Action Score) | |

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[illegible]

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Exhibit 8 – Asbestos Compliance Review Form

| Exhibit 8 - Asbestos Compliance Review Form | | | |
|---|---|--|---|
| 2. | <p><i>Asbestos Presence has been adequately communicated to occupants in building:</i></p> <ul style="list-style-type: none"> • Signs - "Notice - Asbestos" at service entrances: • For buildings without OMPs - call BSC • for buildings with OMPs - call number on sign • Signs - "Danger Asbestos Signs" in Mechanical Rooms <p>Labels - labeling of ACM only when signs are not adequate</p> <p>tional signage and labeling may be present but is not i-</p> <p><i>included as a part of this review</i></p> | <p><i>Appendix D</i></p> <p><i>Job Aid</i></p> | |
| 3. | <p>Use of OMP - Operation Maintenance Plan. If maintained:</p> <ul style="list-style-type: none"> • The plan must be implemented as indicated. If a plan is located in the facility, the information must be kept up to date. <p>An OMP is required if a building meets one of the following criteria:</p> <ul style="list-style-type: none"> • building contains asbestos sprayed-on or troweled-on surfacing Materials • frequent renovations/maintenance are occurring that affect asbestos (> 10 / year), or • a significant amount of ACM is in deteriorated condition (>20 LINEAR FEET, > 150 SF, > 3 CF) (aimed at encouraging repair/removal of asbestos rather than implementing administrative procedures) • OMP must be fashioned to building and be easily used: <p>OMP Content Guidelines: (can include)</p> <ul style="list-style-type: none"> • building location • building survey information • a current description of the location and amount of asbestos in Building • Methods of sampling • copy of bulk sample analysis • risk assessments • Description of preventative actions and response actions for friable ACM • information needed to rebut the presumption of asbestos content in building materials • updates in the inventory • list of persons responsible for OMP and its execution • vendor and occupant notification procedures to inform workers and building occupants about inspections, re-inspections, response actions, and post-response action activities • periodic surveillance and re-inspection program and schedule • asbestos work practices to be used • procedures for responding to an asbestos fiber release • exposure assessments • training requirements for staff that may contact asbestos • documentation of abatement that has occurred • documentation of disposition of asbestos waste | <p>Section 2.5</p> | - |

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| | | | |
|---|---|--|--|
| 2030 SBESTOS ABATEMENT (OSHA Class I & II Activities) | | | |
| Note: BST personnel performing this review shall not enter the containment area. Only observations outside the area can be made | | | |
| If a project is occurring that does not meet the following criteria, call the Building Service Center and initiate "Stop Work" procedures immediately. | | | |
| 4 | Have the building occupants been notified of this projects? <ul style="list-style-type: none"> per ACP-003 or equivalent | <i>Appendix D</i> Appendix A - Job Aid AWA-006 | |
| 5 | If the abatement involves removal of TSI or sprayed on material, do the procedures comply with OSHA Class I requirements? <ul style="list-style-type: none"> qualified contractor abating competent person inspecting notification signs posted critical barriers/negative pressure enclosure in place HVAC Isolation Drop Cloths/plastic in place wet methods being used respirators being used decontamination area in place mini-enclosures/glove bag requirements met for small areas 40 hour training for workers/annual refresher complete/up-to-date | <i>OSHA 16.1101</i> | |
| 6 | If the abatement involves removal of flooring, roofing or any other non TSI or non surfacing ACM, do the procedures comply with OSHA Class I requirements? <ul style="list-style-type: none"> qualified contractor abating competent person inspecting notification signs posted Critical barriers/negative pressure enclosure used for jobs > PEL or no NEA or not intact removal HVAC isolation used for jobs > PEL or no NEA Drop Cloths/plastic used for jobs > PEL or no NEA wet methods used respirators used for all jobs > PEL or no NEA protective clothing used for all jobs > PEL or no NEA decontamination area used for all jobs > PEL or no NEA mini-enclosures/glove bag requirements for small areas 8-16 hours training or as determined by Competent Person/annual refresher complete and up-to-date | OSHA 1926.1101 | |
| 7 | For lass an activities is regulated area designated clear according to the "Clearance Sampling" protocol? | .Appendix A- Job Aid AWA-008 | |
| 2030 ASBESTOS NEGATIVE PRESSURE GLOVE | | | |
| 8 | For Class Glove Bag / Box activities are the following procedures used: <ul style="list-style-type: none"> does glovebag/box completely cover the circumference of pipe or other structure where the work is to be done. was Glovebag/box smoke-tested for leaks and any leaks sealed prior to use. glovebags shall be collapsed by removing air within them using a HEPA vacuum prior to disposal are at least two persons performing glovebag / box removal operations. is a HEPA vacuum cleaner or other device used to maintain pressure in bag/box | OSHA 1926.1101 | |

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| 2030 ASBESTOS CONTRACTING /DISTURBING ACTIVITIES (OSHA Class III & IV Activities) | | | |
|--|---|--|--|
| 9 | If the activity involves disturbing asbestos or presumed ACM, do the procedures comply with OSHA Class I II requirements? | OSHA 1926.1101 | |
| | <ul style="list-style-type: none"> competent person inspecting post notification signs for other workers present Critical barriers - jobs > PEL or no NEA local HEPA exhaust for vacuuming used drop Cloths used if drilling/cutting/chipping/abrading wet methods used respirators used for all jobs > PEL or no NEA or dry removal protective clothing used for all jobs > PEL or no NEA decontamination area used for jobs > PEL or no NEA 16 hours training or as determined by Competent Person/annual refresher is complete or up-to-date | | |
| 10 | If the activity involves contacting, but not disturbing asbestos or presumed ACM, do the procedures comply with OSHA Class I V requirements? | OSHA 1926.1101 | |
| | <ul style="list-style-type: none"> competent person inspecting used for jobs > PEL post notification signs used for jobs > PEL respirators used for all jobs > PEL protective clothing used for all jobs > PEL or no NEA decontamination area used for all jobs > PEL or no NEA 2 hour training/annual refresher complete and up-to-date | | |
| 2050 ASBESTOS DISPOSAL FOR ABATEMENT ACTIVITIES | | | |
| 11 | <p><i>Note for questions 11-13: If the asbestos disposal is not a part of an abatement project, review the disposal under the "Hazardous Material/Waste Management Compliance Review"</i></p> <p>Is ACM Containerized properly?</p> <ul style="list-style-type: none"> ACM being bagged in leak proof container Are there Markings on the bags indicating that they contain ACM | OSHA 1926.1101 | |
| 2020 | TRANSPORTING ASBESTOS WASTE FOR ABATEMENT ACTIVITIES | | |
| 12 | Is ACM being transported properly | | |
| | <ul style="list-style-type: none"> Is the vehicle marked to indicate ACM is being placed onboard? EPA – NESHAP Are there markings to indicate the vehicle will be hauling ACM? | | |
| 13 | <p><i>Is the Waste Shipment Record completed and handled correctly?</i></p> <ul style="list-style-type: none"> Contractor - correct information Transporter – correct information Landfill approved by BST - Environmental Vendor Evaluation Team Landfill operator signature | Appendix E EPA-NESHAP | |
| 2090 ASBESTOS RELEASE RESPONSE | | | |
| 14. | <p><i>Have Asbestos Release Response Procedures been properly implemented?</i></p> <ul style="list-style-type: none"> BST notified restriction of air flow to area implemented area restricted to entry by unauthorized personnel debris saturated using wet methods building occupants informed | Appendix A - Job Aids AWA-009 and AWA-010 | |
| 15. | <p>Has Asbestos Release Response been properly documented?</p> <ul style="list-style-type: none"> Complete Spill/Release Clean-up Report and place in HM/W Management Files | Appendix A -,To Aids AWA-009 and AWA-010 | |

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NOTICE

**THIS BUILDING CONTAINS ASBESTOS
CONTAINING MATERIALS (ACM)**

**DO NOT DISTURB ACM WITHOUT FOLLOWING
PROPER PROCEDURES**

**CONTACT _____ at _____ TO
VIEW THE OPERATIONS AND MAINTENANCE PLAN
or TO REPORT DAMAGED ASBESTOS**

Appendix G – Asbestos Forms

Exhibit 9 - Notice of Asbestos (OMP Building)

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DANGER

ASBESTOS

CANCER AND LUNG DISEASE HAZARD

Authorized Personnel Only

Exhibit 10 - Notice of Asbestos Regulated Area

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**Chapter 3 - Asbestos Management
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Chapter 3 Asbestos Management

1. General

1.1 Purpose

This chapter presents the methods and procedures to be implemented by affected BellSouth departments and their vendors to ensure that work conducted around Asbestos Containing Material (ACM) is performed safely and is properly managed.

These work practices are necessary to minimize the possibility of a release of asbestos fibers into the environment and to maintain safe working conditions in our buildings and during work activities.

Asbestos is highly regulated by Federal, State, and Local environmental and occupational safety and health agencies, due to the established link between breathing asbestos fibers and certain cancers and pulmonary diseases.

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| Examples of Materials that may Contain Asbestos in BellSouth | | |
|---|---|---|
| Building Materials <ul style="list-style-type: none"> • BST Buildings • Customer Premise Buildings | Surfacing Materials <ul style="list-style-type: none"> • sprayed-on (i.e. fireproofing, textural paint, acoustical ceiling) • Firestop troweled-on (i.e. plaster, stucco) Thermal System Insulation (TSI) <ul style="list-style-type: none"> • pipe insulation • pipe fitting insulation • boiler insulation • tank insulation • duct insulation • generator exhaust • Insulation • muffler insulation • flue insulation • HVAC Unit/Fan insulation | Miscellaneous Materials <ul style="list-style-type: none"> • Resilient Flooring (i.e. floor tile, linoleum) • Mastics (i.e. floor tile, baseboard, ceiling tile) • Transite/cementitious (i.e. siding, conduit, cooling tower fill) • Wallboard Systems (i.e. drywall/joint compound) • Building Insulation • Roofing (i.e. flashing, patching, field) • Ceiling Tile • Caulking (i.e. window, equip.) • Electrical Panel Partitions • HVAC Expansion Joints • Vibration dampers • Firestop • Electrical Boxes • Building Putty • Gaskets |
| Outside Plant Materials | Miscellaneous Materials <ul style="list-style-type: none"> • Transite conduit ("C") fiber cement | |
| Central Office Equipment Materials | Miscellaneous Materials <ul style="list-style-type: none"> • electrical power boards • gaskets found in stand-by generator exhaust stacks • insulating washers found in electrical equipment Thermal System Insulation (TSI) <ul style="list-style-type: none"> • thermal insulation around engine exhaust stacks, and electrical panels | |
| Fleet Vehicular Materials | Miscellaneous Materials <ul style="list-style-type: none"> • brake pads • clutch pads | |

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BellSouth's Asbestos Management Program is focused on three primary areas of activity where BST is more impacted by asbestos. These include:

- Asbestos Management in Buildings
- Asbestos Management in Network Activities
- Asbestos Management in Fleet Maintenance

This chapter is organized according to these three areas, and provides job aids and tables to facilitate understanding.

Throughout this document, procedures and processes have been developed to reflect the following guiding principles:

- strict adherence to regulations,
- open communication of the presence of asbestos,
- provide training in asbestos as it relates to job responsibilities,
- avoid the use or installation of asbestos containing products
- avoid disturbance of asbestos as first choice,
- and follow proper procedures when distributing asbestos

1.4 Qualified Asbestos Manager

BST has chosen to designate certain individuals as a "Qualified Asbestos Manager (QAM)". BellSouth will also designate persons in HRCS Environment/Safety organization as competent Asbestos Persons to serve as overall subject matter experts for asbestos. While these persons will not have full responsibility for asbestos management decisions, the role of these individuals would be to be available to perform the following functions as requested:

- assess the condition of the asbestos
- evaluate risk of asbestos to building occupants and/or workers
- serve as BST representative to provide oversight to ensure these procedures are followed

The Qualified Asbestos Managers and the Competent Asbestos Persons require training according to the guidelines in Appendix I.

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The following table represents the selected QAMs and their responsibilities:

| Department | Job Titles | Primary Focus |
|--|---|--|
| Environmental/ Safety QAMs _ | <ul style="list-style-type: none"> Area Safety Managers | <ul style="list-style-type: none"> serve all departments as requested |
| | <ul style="list-style-type: none"> Area Environmental Managers | <ul style="list-style-type: none"> serve as BST representative to provide oversight to ensure these procedures are followed by conducting reviews at buildings and by conducting reviews during work activities |
| | <ul style="list-style-type: none"> Zone Managers | |
| | <ul style="list-style-type: none"> Technical Program Managers | |
| | | <ul style="list-style-type: none"> provides regulatory interface, as appropriate |
| Network QAMs | <ul style="list-style-type: none"> Network Safety Headquarters Managers | <ul style="list-style-type: none"> serves Network as requested |
| | <ul style="list-style-type: none"> Network Safety Managers | <ul style="list-style-type: none"> serve as Network representative to ensure these procedures are followed |
| | <ul style="list-style-type: none"> Network Technical Support Managers | |
| Property and Services Management (P&SM) QAMs | <ul style="list-style-type: none"> Environmental Technical Program Manager | <ul style="list-style-type: none"> serves P&SM as requested |
| | <ul style="list-style-type: none"> Departmental Environmental Coordinator | <ul style="list-style-type: none"> serve as P&SM representative to ensure these procedures are followed |

Overall Asbestos Program Management will be provided by the BellSouth Industrial Hygiene Manager in the Environmental/Safety organization

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This section applies to all company buildings that are owned or leased by BellSouth. Asbestos Management in leased buildings is the responsibility of the building owner, although BST is generally responsible for asbestos abatement during renovation in those buildings.

NOTE: Throughout this section and its appendices, whenever the terms ACM , Asbestos Material or Asbestos Containing Material are used, it is meant to also include (where not specifically mentioned) all material that is presumed to contain asbestos or "Presumed Asbestos Containing Material (PACM).

2.2 Responsibility**2.2.1 Departmental Responsibility**

Property and Services Management (P&SM) has the major responsibility for activities in this section, although other departments have responsibility as follows:

| Department | Responsibility at Building |
|----------------------------------|--|
| Property and Services Management | <ul style="list-style-type: none"> ▪ identification of ACM ▪ provide information about asbestos in buildings through the Building Service Center (BSC) ▪ maintenance of ACMs ▪ repair of damaged ACM ▪ abatement of ACM ▪ review of building material for asbestos prior to construction, renovation, demolition or maintenance projects <p>implementation of work practices as required by OSHA ensure work is performed in compliance with this method</p> <ul style="list-style-type: none"> ▪ communication of asbestos status in buildings (see Appendix D |

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| | |
|--|--|
| Network / Co- Located Occupants Network/ Co-Located Occupants | <ul style="list-style-type: none"> ▪ ensure a review of asbestos building material affected by a project is completed prior to the project commencement ▪ ensure a review of asbestos building material affected by a project is completed prior to the project commencement ▪ ensure work is performed in compliance with this method and OSHA and EPA requirements ▪ include asbestos evaluation in pre-project planning |
| Environmental and Safety | <ul style="list-style-type: none"> ▪ review of asbestos work practices in BST facilities for compliance with this method ▪ notify building occupants of asbestos abatement projects and asbestos releases |

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BellSouth has chosen to utilize a combination of outside consultants and BellSouth Managers to manage the asbestos program for buildings. This section utilizes the following job responsibilities and titles in all discussions. Figure 1 illustrates the relationship of these entities.

| Title | Responsibilities |
|--|---|
| Asbestos Management Vendors | |
| Lead Architectural/Engineering Consultant (Lead AE) | <ul style="list-style-type: none"> develops structure & format of asbestos surveys & database a manages the State Asbestos Consultants by providing oversight of all State Asbestos Consultants to ensure consistency of surveys & reports, and consistency among state programs manages Asbestos Work Permit System approves abatement project scope if quantities exceed M&P guidelines (see 2.8.1) identifies program efficiencies, & assists in overall program evolution manages primary survey records |
| State Asbestos Consultant (may be Lead AE) | <ul style="list-style-type: none"> assists Facility Manager (FM) , Project Manager (PM) and Environmental/Technical Program Managers (ETPM) to determine if asbestos is present in scope of work responsible for completion of all BSALLIP (BellSouth Asbestos and Lead Liability Insurance Program) related asbestos abatement project forms develops plans and specifications for asbestos abatement projects, as necessary performs asbestos surveys |
| BST Management | |
| Property & Services Management (P&SM) Departmental Environmental Coordinator (DEC) | <ul style="list-style-type: none"> provides oversight of the P&SM asbestos management program manages the Lead AE |
| P&SM Project Manager (PM) or Program manager (PM) | <ul style="list-style-type: none"> ensures that asbestos presence is considered prior to initiating any renovation, construction, or demolition by conforming to P&SM's asbestos work permit system seeks approval of Lead AE for abatement projects above guidelines (see section 2.8.1 for guidelines) manages abatement projects, as appropriate |
| P&SM Facility Manager (FM) | <ul style="list-style-type: none"> ensures that presence of asbestos is considered prior to initiating Any building maintenance or repair by conforming to P&SM's Asbestos Work Permit System seeks approval of Lead AE for abatement projects above guidelines (see section 2.8.1 for guidelines) manages small scale asbestos projects (may be delegated to Lead AE) |
| Building Service Center (BSC) | <ul style="list-style-type: none"> receive and route calls related to damaged asbestos, release of asbestos, and inquires into the location of asbestos in a particular building |

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Issue C, March, 1998**2.4 Identification of Asbestos****2.4.1 Types of Surveys to Identify Asbestos**

The process for identifying asbestos consists basically of collecting a sample and having it analyzed for the presence of asbestos. Sampling for asbestos can occur as part of a facility wide survey or on a "need to know" basis. At BST, the scope of this type of identification is discussed in the following tables. Job Aids which describe the details of each identification process are contained in Appendix A.

| Protocol | Description | When Used | See Job Aid |
|---------------------------------|---|---|--------------------|
| Baseline Survey | An initial survey performed in a building to determine the location of any asbestos | Required before purchasing or leasing a building | AWA-001 |
| Updated Baseline Survey | A repeat survey performed in a building to further define the presence or absence of asbestos. It must follow the EPA- Asbestos Hazard Emergency Response Act (AHERA) Protocol. | As needed, determined by a business decision (section 2.7.1.3) | AWA-002 |
| Pre-Project Survey | Survey performed prior to building work that may disturb asbestos | Prior to any activity in a building that May disturb building material | AWA-003 |
| Presumed Asbestos Survey | A survey performed on building material that is presumed to contain asbestos, hence called "Presumed Asbestos Containing Material" (PACM). This presumption is made in the absence of a survey that conforms to the AHERA protocol, and applies to all Thermal Systems Insulation, Sprayed or Trowelled Surfacing, and Floor Tile, if the building was built or the material was installed prior to 1981. | When no baseline survey is available | AWA-004 Li |
| Damaged Asbestos Survey | A survey performed on damaged asbestos | After damaged asbestos is reported to the Building Service Center BSC | AWA-005 |

2.4.2 Asbestos Inventory

In lieu of maintaining detailed building inventories at each building, BST has chosen to utilize a combination of signs and labels to direct occupants and vendors to the Building Service Center (BSC) or the local asbestos operations and maintenance manager (at sites with Operations and Maintenance Plans - OMPs - see 2.5.2) for further information. The BSC will direct calls to the appropriate source of detailed information. Posting these signs and labels will be the responsibility of P&SM. Detailed asbestos inventories data will be available via the BSC.

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While asbestos has been banned for some uses, it is remotely possible that asbestos fibers are still in some building products being installed by BST. It is therefore required that future use of ACM's be avoided through controls included in contract documents and specifications. Contractors should be required to submit "Asbestos-Free" certification for certain building products that have been known to contain asbestos fibers in the past (see Section 1.2 for typical materials).

There is no regulation prohibiting the use of asbestos in roofing materials. Consequently, it is possible that ACMs continue to be placed in BellSouth buildings. In order to alleviate this possibility, it is required that no asbestos containing roofing materials be used on BellSouth buildings after January 1, 1998.

2.5 Maintenance of Asbestos**2.5.1 General**

Since the material that contains asbestos was installed to serve a purpose (insulation, floor covering, fireproofing, etc.), a building should maintain that material in good condition so that it continues to serve its original purpose.

However, because of the presence of asbestos, any damage to these materials should be sealed, repaired, replaced, or removed with appropriate urgency in order to prevent the release of fibers.

The following table gives examples of building materials, and the conditions that normally require attention to prevent the release of asbestos:

| Building Material | Condition |
|---|---|
| Floor Tile Asbestos Shingles | ▪ broken, loose or crumbled |
| Pipe insulation Pipe Joints Sprayed-on Material Boiler Insulation Duct Insulation | ▪ wet ▪ loose and hanging off • cracked and flaking |

Additionally, there are several aspects of area usage that must be considered when asbestos maintenance is being considered. Examples are: what is the room used for; how much foot traffic can be expected; is the usage of the room about to change (low use to high use); and, is the area an air return plenum?

Section 2.6, "Damaged Asbestos" provides more detailed information concerning assessment and action for damaged asbestos.

2.5.2 Operations and Maintenance Plans

Some buildings may require an "Operations/Maintenance Plan" (OMP). These plans outline specific procedures to be followed at a particular facility and are designed to address specific situations in a building. If an OMP is implemented, it is required that the plan be used, followed, and kept current.

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An OMP is required if a building meets one of the following criteria:

- building contains asbestos sprayed-on or troweled-on surfacing materials
- frequent renovations/maintenance are occurring that affect asbestos (> 10 / year), or
- a significant amount of ACM is in deteriorated condition (>20 linear feet, > 150 square feet, > 3 cubic feet) (aimed at encouraging repair/removal of asbestos rather than implementing administrative procedures)

Note: Alternate decisions regarding the need for an OMP must be documented and approved by the P&SM Departmental Environmental Coordinator.

The content of the OMP may include or reference, as appropriate:

- building location
- building survey information
- a current description of the location and amount of asbestos in building
- Methods of sampling
- copy of bulk sample analysis risk assessments
- description of preventative actions and response actions for friable ACM
- information needed to rebut the presumption of asbestos content in building materials
- updates in the inventory
- list of persons responsible for OMP and its execution
- vendor and occupant notification procedures to inform workers and building occupants about inspections, re-inspections, response actions, and post-response action activities
- periodic surveillance and reinspection program and schedule
- asbestos work practices to be used
- procedures for responding to an asbestos fiber release
- exposure assessments
- training requirements for staff that may contact asbestos
- documentation of abatement that has occurred
- documentation of disposition of asbestos waste

This plan should be designed for specific buildings and easily usable. It is to be kept at the building in the office of the person designated to implement and maintain it.

Generally, this plan will be developed by the Lead AE.

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2.5.3 Additional Operational Procedures

OSHA specifies additional requirements/restrictions for certain building maintenance operations. Accordingly, Appendix A contains a Job Aid on the following operational activity:

Job Aid #AWA-007 "Flooring Maintenance Activities"

2.6 Damaged Asbestos

2.6.1 Asbestos Damage Reporting to the BSC

BST has chosen to ensure asbestos is maintained in good condition by requiring building occupants and contractors to report any damaged asbestos containing material or damaged presumed asbestos containing material to the Building Service Center (BSC).

The Building Service Center numbers are:

| | |
|---------------------|----------|
| NC, SC, GA, FL: | 780-2740 |
| MS, LA, AL, TN, KY: | 557-6194 |

The BSC will contact the Facility Manager (FM) to assess the situation. The FM will contact an appropriate consultant/contractor to repair or abate the ACM, as necessary.

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GU-BTEN-00IBTChapter 3 Asbestos Management
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Protocol**

The following protocol will be used by Property and Services Management to determine the appropriate action for the damaged asbestos that could potentially result in a fiber release. Generally, the Facility Manager will have this responsibility.

| Step | Action |
|------|---|
| 1 | Facility Manager receives work order from BSC. |
| 2 | Facility Manager visits the site and contacts the Lead AE to access building records to determine if asbestos is present |
| 3 | Facility Manager determines if material requires evaluation by State Consultant. (State Consultant will not be required if material - via labeling or knowledge - is clearly not asbestos and/or if there is clearly no damage to the material. In this case, the FM will simply address the situation as non-ACM). If State Consultant is required, proceed with Step 4, otherwise close out BSC work order ticket. |
| 4 | FM notifies appropriate Regional Safety Manager to initiate Communication Protocol ACP-004 |
| 5 | State Consultant performs site visit to collect information on the condition of the asbestos. (sampling and analysis may be necessary- Follow Job Aid AWA-005 - Damaged Asbestos Surveys) |
| 6 | State Consultant assigns points for asbestos condition, location, type and quantity Using the Asbestos Assessment and Decision Table. |
| 7 | State Consultant utilizes the "Action Response" section of the "Asbestos Assessment and Decision Table" found in 2.6.3 to determine action for damaged asbestos. If amount of asbestos is greater than guidelines in 2.8.1, State Asbestos Consultant confers with Lead AE to determine appropriate action. |
| 8 | State Consultant directs repair to damaged asbestos according to the "Asbestos Assessment and Decision Table" criteria. |

NOTE: Damaged asbestos may also be identified during an Environmental/Safety compliance review. This same protocol will be used by E/S managers to identify action for damaged asbestos, and will be called into the BSC for assignment and completion.

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Table**

The following table should be used to assess and determine action required for damaged asbestos:

| Damaged Asbestos Assessment And Decision Table | | |
|--|---------------|---|
| Type (T) | Points | Material Type |
| | 0 | Non asbestos |
| | 1 | Transite / Cementitious Material |
| | 2 | Vinyl Asbestos Floor Tile |
| | 3 | Caulk, Wallboard, Firestopping |
| | 4 | Thermal System Insulation |
| | 5 | Material sprayed or trowelled on |
| Condition(C) | Points | Material Condition |
| | 1 | Slight damage - non-friable, low potential or disturbance |
| | 2 | Slight Damage - friable, low potential or disturbance |
| | 3 | Moderate damage - friable, low to moderate potential for disturbance |
| | 4 | Moderate damage - friable, moderate to high potential for disturbance (in air stream) |
| | 5 | Extreme Damage - friable, high potential for disturbance (in air stream) . |
| Location (L) | Points | Material Location |
| | 1 | Locked / unused area; outside facility |
| | 2 | Locked or unlocked with limited access - occasionally used (Boiler Room, Cable Vault, Crawl Space) |
| | 3 | Mechanical Room (not a plenum)/moderate activity; Unoccupied open space-switch room, basement |
| | 4 | Moderate Occupancy Room admire space 2-5 people |
| | 5 | High Occupancy (> 5 people); high traffic area (hallways, entrance, restrooms), if AHU Room is a plenum |
| Quantity (Q) | Points | Material Quantity (refers to quantity of damaged material only) |
| | 1 | Minor amount 1-2 sq foot, 1-6 inches |
| | 2 | Small 2-4 sq ft., 0.5-2 linear feet |
| | 3 | Moderate 4-50 sq ft, 2-50 linear feet |
| | 4 | Large 5 - 270 sq t, 5 -16 linear feet) |
| | 5 | Significant > 270 sq ft, > 160 linear feet |
| Damaged Asbestos Action Required (T x L x C x Q = Action Score) | | |
| Range of Scores | Category | Action |
| 0 | N/a | NO ACTION |
| 1-15 | I | Monitor only |
| 6-25 | 11 | Repair/Abate within one year |
| 26-100 | 111 | Limit access to area; Communicate to Building Occupants - ACP-004 Repair/Abate within 6 months |

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| | | |
|---------|----|--|
| 101-255 | IV | Limit access to area; Communicate to Building Occupants - ACP-004 Stabilize asbestos within 1 week Implement Corrective Action Within 3 months Implement "Operations and Maintenance Plan" until abatement Occurs |
| 257-625 | V | Secure area, Communicate to Building Occupants - ACP-004 Stabilize within 1 week Implement Corrective Action Within 1 month Implement "Operations and Maintenance Plan" until abatement occurs |

Notes:

- "Friable" means a material that can be crumbled, pulverized or reduced to powder by hand pressure.
- "Abate" means repair, encapsulation, enclosure, or removal of ACM.

2.7 Asbestos Considerations During Construction, Renovation, Maintenance or Demolition Activities**2.7.1 BellSouth Responsibilities**

Many activities which could disturb asbestos will be performed by outside contractors.

BellSouth has a responsibility to inform the contractor when work will be performed in or adjacent to areas where there are Asbestos Containing Materials (ACM) or Presumed ACMs (PACM).

Prior to initiating any construction project in a BellSouth building, the following procedures found in Appendix A, must occur to determine the presence or absence of asbestos:

Follow one of the protocols listed below when conducting asbestos surveys (see 2.7.1.3 to determine appropriate protocol):

AWA-002 "Updated Baseline Surveys

AWA-003 "Pre-Project Surveys"

AWA-004 "Presumed Asbestos Surveys"

Job Aid AWA-012 "Pre-Project Asbestos Considerations" provides the overall process to be followed when planning a project which might impact asbestos.

2.7.1.1 Applicability

This procedure applies to **ALL** projects in **BST** that involve renovation, construction, demolition, maintenance or repair, and installation of equipment that affects building material that contains or is "presumed to contain" asbestos.

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This affects the following departments and activities:

| Department | Examples |
|---|---|
| | |
| Property and Services Management | <ul style="list-style-type: none">▪ Modifications to HVAC Systems▪ Floor Replacement▪ Building Renovation▪ Roofing Replacement |
| Network Capacity Management | <ul style="list-style-type: none">▪ Power equipment installation / removal |
| Network Central Office | <ul style="list-style-type: none">▪ Central office switching equipment installation and removal |

2.7.1.2 When Required

This procedure is required during the initial planning and design phase of any project and prior to the initiation of any maintenance or repair activities.

In an emergency (water main break, restoring service during a natural disaster), a determination will be made by the Property and Services Management - Lead AE in conjunction with the State Asbestos Consultant as to the appropriate action. The decision will be made utilizing all available survey data and by conferring with the Facility Manager and the Area Environmental Manager to make a decision as to whether abatement is necessary.

2.7.1.3 Appropriate Action

Based on the frequency of projects and the potential amount of asbestos in a particular facility, Property and Services Management - Lead AE should decide whether to complete a limited "Pre-Project Survey" or an "Updated Baseline Survey" for the entire building. Alternately, the Lead AE could decide to fore-go sampling and analysis, presume the building material contains asbestos and conduct the modified "Presumed Asbestos Survey".

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The following table presents the advantages and disadvantages of each:

| Survey | Advantages | Disadvantages |
|---|---|---|
| Pre-Project Survey Survey performed prior to Building work that may disturb Asbestos. (Appendix A - AWA-003) | <ul style="list-style-type: none"> ▪ Focuses on project area ▪ Eliminates non ACM from Abatement ▪ Limits costs | <ul style="list-style-type: none"> ▪ May not address entire building |
| Updated Baseline Survey A repeat survey performed in a Building to further define the Presence or absence of asbestos. It must follow the AH-ERA Protocol. (Appendix A - AWA-002) | <ul style="list-style-type: none"> ▪ Additional detailed pre-work surveys are minimized | <ul style="list-style-type: none"> • Costs are increased to complete survey |
| Presumed Asbestos Survey An assumption that is made in the absence of a viable survey That all Thermal Insulation Material; Surfacing Material And Floor tile contain asbestos if the building was built prior to 1981, or the Floor Tile was Installed prior to 1981. Hence called "Presumed Asbestos Containing Material" (PACM). (Appendix A - AWA-004) | <ul style="list-style-type: none"> ▪ Detailed sampling and analysis is not required ▪ Reduced costs for Survey ▪ May be the only alternative during an emergency | <ul style="list-style-type: none"> ▪ Site visit to quantify and provide location of PACM is still required ▪ Increased costs for asbestos abatement ▪ Unable to determine if approach is the most economical |

Note: "AHERA" Protocol refers to the "Asbestos Hazard Emergency Response Act" found in 40 CFR 763. The protocol describes the minimum requirements to sample, analyze, and perform risk assessment on asbestos in buildings.

Caution: It is permitted for anyone to assume a material contains asbestos. However, it is not permissible to assume a material does not contain asbestos, unless the material is generally known to be unrelated to having asbestos. (See Table in paragraph 2.7.1.4)

Caution: For buildings constructed after 1980, asbestos may be present. You are obligated to identify the presence, location, and quantity of any known or presumed ACMs in the structure and the components of your building.

2.7.1.4 When to Sample

The following table represents guidelines that should be used when determining when to sample materials located in a project area before work is performed at BST buildings.

| If.. | Then.... | |
|--|--|--|
| An AHERA survey has already been performed | Rely on the survey to make a decision for the project. Collect and analyze additional samples only as new material is uncovered in the project. Examples: <ul style="list-style-type: none"> ▪ new material is discovered in wall ▪ new layers of material are discovered in flooring/roofing | |
| An AHERA survey has not been performed | Presume unsampled areas to contain asbestos, or Rebut presumption by collecting samples (see below for additional guidance) | |
| | If the material affected is <ul style="list-style-type: none"> ▪ wood ▪ Concrete ▪ fiberglass (yellow, pink) ▪ plastic ▪ glass ▪ carpet ▪ synthetic material ▪ metal | Do not sample, assume no asbestos Is present. |
| | If the remaining material was installed after 1980 and a "Certification of Asbestos-Free Material" is available for the material | Do not sample, assume no asbestos was present |
| | If the remaining material was installed before 1981 or if the remaining material was installed after 1980 and a "Certification of Asbestos-Free Material" is not available | Sample this material to rebut the presumption of asbestos containing |

Note: This table should be used for guidelines purposes only. Additional guidance can be obtained from a BST "Qualified Asbestos Manager" or the Lead AE.

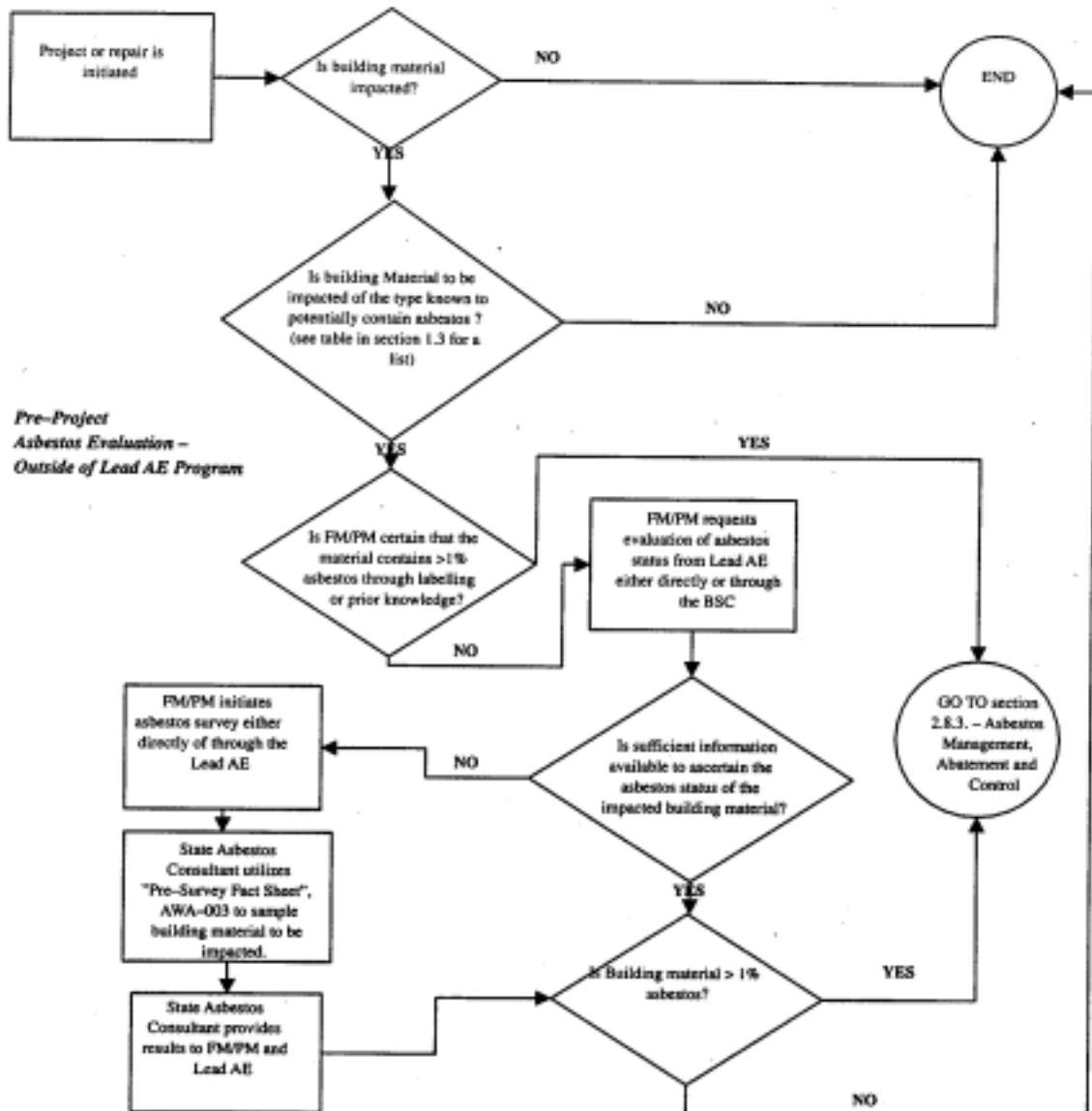
2.7.1.5 Work Permit

The "Work Permit" (shown in Exhibit 6 of Appendix G) will serve as a permit to proceed with construction, maintenance, repair, renovation, or installation activity after an evaluation of asbestos presence is made. This document must be fully executed according to Job Aid AWA-012 (Appendix A) and the following section.

This document will also serve as BST's permanent documentation that asbestos was properly considered prior to the beginning of projects.

2.7.1.6 Evaluation Procedure for Renovation, Demolition, Construction, Maintenance, and Repair

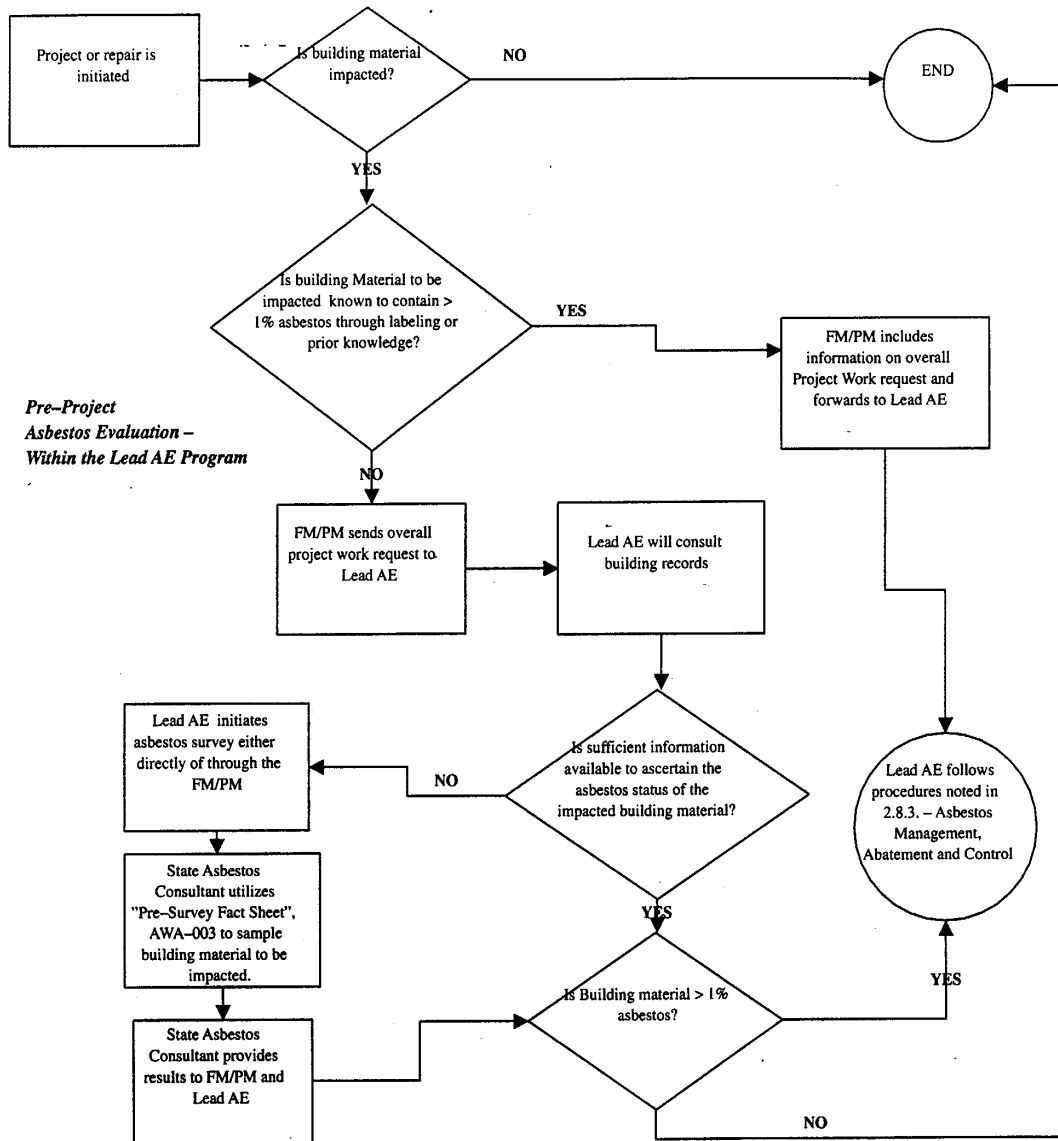
The following flow chart represents the procedure to be followed when a renovation, demolition, construction, maintenance, installation, or repair is to be conducted outside of the Lead AE program:

**PRIVATE/PROPRIETARY**

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The following flow chart represents the procedure to be followed when a renovation, demolition, construction, maintenance, installation, or repair is to be conducted within the Lead AE program:



2.7.2 Vendor Responsibilities

2.7.2.1 Approach

It is the responsibility of the building owner to provide asbestos information to vendors that may perform work in BST buildings. However, because a vendor also has a responsibility to their employees, BST has expectations of vendors to take some initiative to ensure that all potential asbestos has been considered prior to any disturbance.

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Because of the importance of the issue of proper considerations for asbestos, this section is included to provide additional controls for vendor activities.

2.7.2.2 Contract Language

During Contract development and renewal contract managers should provide the following information to all BST vendors:

| Description | Clause |
|---|--|
| General - all contracts | <p><u>Renovation/Demolition/Maintenance</u> "Many BellSouth facilities contain ACMs (ACM). All contractors should contact the Building Service Center (BSC) for information concerning the location of asbestos to assess building material for ACMs (ACM), prior to performing any activity which may disturb ACM. Contractors are responsible for ensuring compliance with all federal, state, municipal and local requirements regarding asbestos. "</p> <p><u>New Construction</u> Installation of new building materials that contain asbestos is strictly prohibited by BellSouth. Contractors must submit "Asbestos -Free Certification" for building products that have been known to contain asbestos.</p> |
| Flooring Main- Tenance | <p>The following operations are prohibited or restricted: Sanding of asbestos-containing flooring material Stripping of finishes must be conducted using low abrasion pads at speeds lower than 300 rpm and wet methods Burnishing or dry buffing may be performed only on asbestos-containing flooring which has sufficient finish so that the pad cannot contact the asbestos-containing material.</p> |
| Construction, Maintenance, Repair and | <p>BST expects these employers to take specific measures to protect all workers should the work involve building materials:</p> <ul style="list-style-type: none"> ▪ Contact BSC/Facility Manager/Project Manager/Building Owner to obtain information about asbestos involved in project ▪ Implement the following, as appropriate, should asbestos be present and/or disturbed during the work operations: <ul style="list-style-type: none"> ▪ appropriate training of workers ▪ engineering controls as found in OSHA Work Practices, ▪ appropriate work practices and procedures, ▪ respiratory protection, depending upon the nature and extent of the work and on the results of an initial exposure assessment. ▪ additional measures, depending on the exposure levels, which include the use of protective clothing, enclosed areas, special work practices, recordkeeping, worker training, supervision by appropriately trained competent persons, medical surveillance of exposed workers, respirators, and communication of information about hazards to your employees. |

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The following is required of all vendors that perform work that may disturb asbestos in BST buildings.

Small Projects Where Vendors are Dispatched Directly to Facility Any vendor that is performing work that has a potential to disturb ACM must determine if asbestos is present by:

- observing signs / labels of affected material prior to conducting work, and
- contacting the Facility Manager (FM) or the BSC for more information, or
- alternately, assume material to contain asbestos (PACM) (follow the table in 2.7.1.4 for additional guidance)

Large Projects Where Asbestos is considered in Pre-planning

- For these projects, ACM has been identified through contact with the Lead AE, the appropriate measures have been taken to remove the asbestos prior to the project, and the Work Permit has been executed.

2.7.2.4 Adherence to OSHA Work Practices

All employers are required to comply with 29 CFR 1926.1101 or 29CFR 1910.1001 to protect their workers from the hazards of asbestos.

2.7.2.5 Adherence to EPA, State, and Local Regulations

In addition to OSHA requirements, the following also applies:

- EPA Requirements waste disposal - 40 CFR 763
- abatement practices - 40 CFR 763

State and Local Requirements:

- permitting,
- licensing and certification
- training
- disposal

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Should any BST employee discover conditions in a building during an asbestos work activity that are not in compliance with regulations or company policy, "Stop Work" orders may be initiated by calling the BSC. The employee should also immediately contact his/her supervisor.

| Step | Action |
|------|---|
| 1 | Call BSC. |
| 2 | BSC will assign Priority 1 to this request and notify the appropriate Facility Manager to address. |
| 3 | Facility Manager will evaluate/confer with State Asbestos Consultant /Lead AE |
| 4 | If appropriate, initiate cleanup procedures (Job Aid AWA-010, in Appendix A) |
| 5 | If appropriate, evaluate hazards in area by collecting air sampling (State Asbestos Consultant will provide recommendations) |
| 6 | Project can not proceed without approval from Facility Manager/Project Manager/Program Manager under the direction of the State Asbestos Consultant, Lead AE or a representative of the Environmental/ Safe organization. |

2.8 Asbestos Abatement and Repair

Abatement refers to removing, encapsulating, repairing, or enclosing ACM. Most ACM in BellSouth buildings is maintained in good condition until abatement is necessitated by renovation, demolition, non-routine activities, or to address damaged ACM. **All abatement activities in buildings require engineering controls to guard against the migration of fibers to occupied areas in the building or into the environment outside the building. The department responsible for this is Property and Services Management who utilizes qualified contractors and consultants to perform this work.**

Appendix A, Job Aid # AWA-006 "Repairing and Abating Asbestos" summarizes the details of this process.

BellSouth, as directed by Risk Management - BellSouth Corporation, has chosen to use an Owner Control Insurance Program for asbestos removal projects. This program will be managed through the "BellSouth Asbestos and Lead Liability Insurance Program" (BSALLIP); the program will be referred to hereafter as BSALLIP. The State Asbestos Consultants will be responsible for filing the appropriate forms relating to any given asbestos abatement project, as stated in the "BellSouth Property and Services Management Insurance Procedures". (Not attached) If abatement of building asbestos is required for work directed by departments other than P&SM, that department should notify Property and Services Management to properly abate any asbestos encountered.

2.8.1 Asbestos Abatement Guidelines

Should asbestos abatement be necessary, a review of the project scope must be determined. If the abatement project scope is less than (<) the following quantities, then the Facility Manager or Project Manager may proceed with the abatement project.

- < 150 square feet
- < 20 linear feet
- < 3 cubic feet

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All quantities greater than the above must be approved by the Lead AE prior to abatement project initiation.

2.8.2 Building Inventory File Update

Following any-removal, encapsulation, enclosure or repair project the detailed Building Inventory Files shall be updated and maintained by the Lead AE to reflect the following:

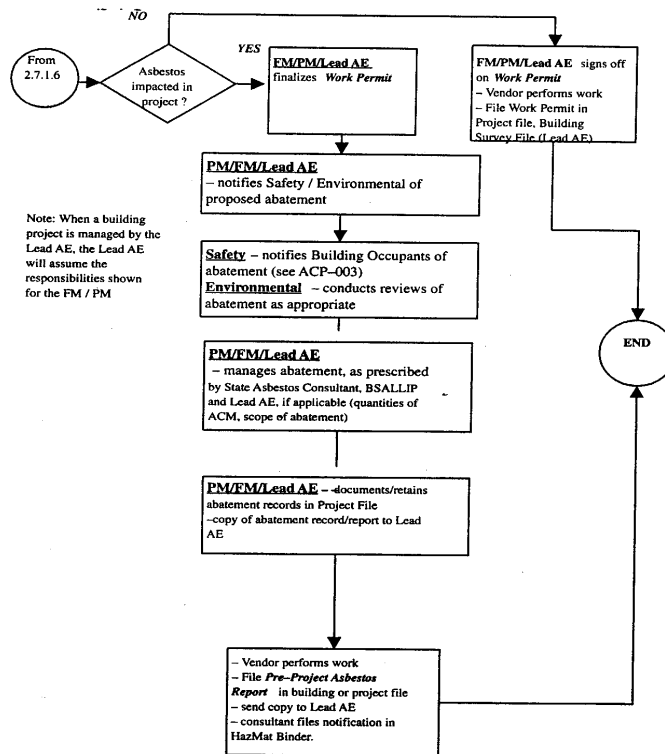
- removal of asbestos
- replacement of asbestos with non-ACM
- encapsulation of asbestos
- repair of asbestos

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2.8.3 Asbestos Abatement Management and Control

The following chart illustrates the BellSouth internal procedures to be followed to manage asbestos abatement projects:



Asbestos Abatement Management and Control

2.8.3 Method of Procedure Requirements

A "Method of Procedure" (MOP) is required for work in certain types of buildings to ensure continuity of service to BST customers. Prior to any asbestos abatement project, the MOP should be prepared and followed. Data Centers and Network Equipment facilities have their own MOP requirements and forms. These forms can be obtained from the respective departments.

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2.9 Asbestos Disposal

EPA requires that asbestos waste generated from projects be adequately wetted, placed in leak-tight containers, and disposed at an EPA - approved site. Appendix E contains specific information concerning the applicability and process required for proper disposition.

Caution: Only BST-EVET approved transportation and landfill vendors can be used for this process. Exceptions to this will require approval by the P&SM Departmental Environmental Coordinator.

2.10 Asbestos Release Response and Clean-up

BellSouth Policy requires releases of ACMs to be promptly reported to the Building Service Center, responded to and addressed. See Appendix A for Job Aids on Cleaning-up Asbestos and Responding to an Asbestos Release.

2.11 Asbestos Communication

Regulations contain specific requirements for notification of asbestos presence in "regulated areas" of buildings, as well as notification prior to activities involving asbestos. Appendix D contains specific protocols for communication and Appendix G provides examples of signs and labels. These protocols are cross referenced, when needed, in the work activity Job Aids. For the purposes of the communication protocol a "regulated area" is defined as:

- the area where asbestos is being disturbed due to abatement, repair or maintenance activities
- an area where no activity is occurring - but due to the nature of the ACM or PACM has a potential for exposure
- an area where asbestos has been released

Specific responsibilities for asbestos communications are included in the Appendix D Job Aids.

| If this condition exists | The following communication must occur. | Refer to the Following Protocol, in Appendix D | Refer to the Following Exhibit, In Appendix G |
|--|--|--|--|
| A building contains asbestos or presumed asbestos | Notify persons in facility of the asbestos presence | ACP-001 "Notification of Asbestos Presence" | Exhibit 1 "Notice- Asbestos" |
| A building contains asbestos or presumed asbestos and has an OMP, based on the criteria in Section 2.5.2 | Notify persons in the facility who might contact asbestos | ACP-001 "Notification of Asbestos Presence" | Exhibit 9 – Notice – Asbestos in OMP Buildings |
| A "regulated area" has been identified that may have potential exposure (example mechanical rooms, basements, boiler rooms, standby generator rooms) | Notify persons in regulated areas of the asbestos presence | ACP-001 "Notification of Asbestos Presence" | Exhibit 2 "Danger -Asbestos" |

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| If this condition exists | The following communication must occur: | Refer to the Following Protocol, in Appendix D | Refer to the Following Exhibit, In Appendix G |
|---|--|---|--|
| Specific materials have been identified to contain asbestos or specific materials have been identified to not contain asbestos according to AHERA protocols | Label material (Certain exceptions apply) | ACP-001 "Notification of Asbestos Presence" | Exhibit 3 "Asbestos Labels" |
| A renovation, demolition, construction, repair, or maintenance project is planned that will disturb asbestos | Notify vendors/ workers who will Be performing the work of the asbestos presence | ACP-002 "Notification of Asbestos Prior to Projects" | Exhibit 6 - Work Permit |
| An asbestos project (disturbance of asbestos) will be occurring | Notify persons in adjacent areas that An asbestos project will be occurring via: <ul style="list-style-type: none"> ▪ letter format ▪ Posting sign | ACP-003 "Notification for Asbestos Projects" | Exhibit 4 - "Notice - Asbestos Project" |
| An asbestos release has occurred | Notify persons in Adjacent areas that an asbestos release has occurred via: <ul style="list-style-type: none"> • letter format • Posting sign | ACP-004 "Notification of Asbestos Release" | Exhibit 5 - "Notice - Asbestos Release" |

2.12 Asbestos Documentation

Appendix F summarizes this information for BST Building Documentation.
Documentation requirements are also cross- referenced into the work activity Job Aids.

2.13 Asbestos Training

Appendix I summarizes this information. Training requirements are also cross-referenced
into the work activity Job Aids.

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This section applies to all customer premises where BellSouth has been requested to provide service, and where a potential for exposure to Asbestos Containing Material (ACM) or Presumed Asbestos Containing Material (PACM) exists. This section also outlines specific procedures for BellSouth personnel who perform work activities that may disturb asbestos. These activities include those in company owned buildings and plant facilities as well as those in customer owned buildings and facilities.

These procedures have been developed to provide the requirements and the tools for compliance with the relevant Occupational Safety and Health Administration (OSHA) airborne exposure levels and work practices.

3.2 Responsibility

The following responsibilities apply to this section:

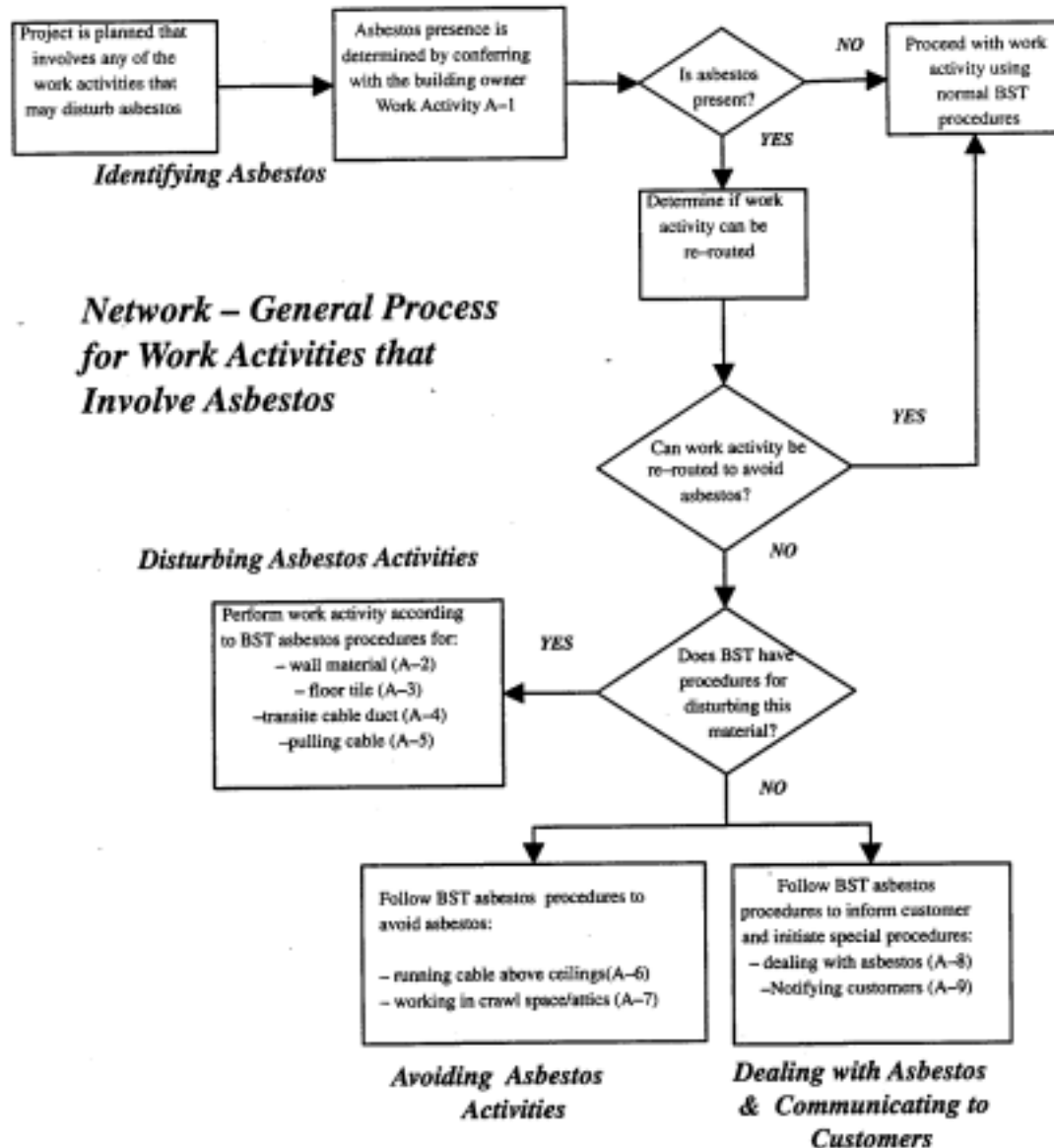
| Entity/Department | Responsibility |
|--|---|
| BST/Network | <ul style="list-style-type: none"> ▪ ensure a review is completed of building material/plant facility affected by a project prior to the project commencement ▪ ensure work is performed in compliance with this method, OSHA requirements, and other referenced BST methods ▪ notifies customer of possible asbestos presence that may impede installation/repair of telephone service ▪ identify ACM in BST plant facilities ▪ train employees in asbestos procedures where applicable |
| BST Network Building Industry Consultant (BIC) | <ul style="list-style-type: none"> ▪ performs customer negotiation when asbestos presence requires special procedures <p>Note: In those cases where the owner/agent of a large building or complex is unwilling or unable to perform asbestos abatement, and cable/wire must be run through the subject area, the building owner/agent should be advised that conduit will be necessary. Normally the Building Industry Consultant (BIC) or person performing the BICs function should be involved in customer negotiation.</p> |
| BST/Property and Services Management | <ul style="list-style-type: none"> ▪ identify, maintain and abate ACM in BST facilities |

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| Entity/Department | Responsibility |
|---|---|
| BST/Environmental and Safety | <ul style="list-style-type: none">▪ serve as Asbestos Competent Person▪ review of asbestos work practices for compliance with this method▪ notify BST building occupants of asbestos abatement projects and asbestos releases |
| BST Qualified Asbestos Person (see section 1.4 for description) | As requested <ul style="list-style-type: none">▪ assess the condition of the asbestos▪ evaluate risk of asbestos to building occupants and/or workers▪ serve as BST representative to provide oversight to ensure these procedures are followed |
| Building Owner (BST or other) | <ul style="list-style-type: none">▪ identify, maintain and abate ACM in owner facilities▪ notify vendors/contractors in facility of presence of asbestos▪ provide alternate means of working around asbestos |

3.3 General Process

The flowchart that follows summarizes the general process that should be followed by Network to properly address work activities that may involve asbestos. Specific work activities (A-1 through A-9) are discussed or referenced in paragraphs 3.5 through 3.12, and are also summarized on "Job Aids" in Appendix B.

**PRIVATE/PROPRIETARY**

CONTAINS PRIVATE AND/OR PROPRIETARY INFORMATION.
MAY NOT BE USED OR DISCLOSED OUTSIDE THE BELL SOUTH COMPANIES
EXCEPT PURSUANT TO A WRITTEN AGREEMENT.

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The chart below identifies certain work activities that may disturb asbestos. These are listed by number and description of the activity performed.

| Type of Activity | Work Activity Number | Description of Activity |
|-------------------------|--|--|
| Identifying Asbestos | A-1 | Identifying Asbestos in Network Work Activities |
| Disturbing Asbestos | A-2 | Drilling holes through wall material (transite paneling, plaster, Dry wall, joint compound) |
| | A-3 | Drilling holes through vinyl asbestos floor tile (VAT) |
| | A-4 (Reference Only - also see Job Aid AWA-019) | Breaking transite conduit to repair cable. Refer to BSP 622-395-301SV "Main Conduit - Asbestos Conduit Repair" for proper procedures. |
| | A-5 (Reference only) | Removing underground cable from transite conduit. Refer to BSP 620-100-010 for proper procedure to apply "wetting down" method to the duct entrance in order to avoid occupational exposure to airborne particles associated with this type of removal. <i>NOTE:- The liquid wetting agent described in para. 2.06 is required in the presence of lead cable removals only. All other types of cable may be treated with an ordinary water application..</i> |
| Avoiding Asbestos | A-6 | Running cable above suspended ceiling |
| | A-7 | Working in attics, crawlspaces, and other areas where ACM is present |
| Dealing with Asbestos | A-8 | Dealing with Asbestos if Unavoidable |
| Communication | A-9 | Telling Customers about Asbestos |

NOTE: No asbestos disturbing activities should be performed unless personnel are trained to do so.

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Refer to the table in Section 1.2 for examples of ACM. The following table provides additional guidance to determine if asbestos is present. (Job Aid AWA-013 provides a quick reference).

| If.. | Then.... | |
|--|---|--|
| The Building Owner is BST | Contact the Building Service Center for information about the location of asbestos | |
| The Building Owner is not BST and they have a current Asbestos Survey Inspection | Rely on the owners survey to make a decision for the project. | |
| The Building owner Does not have Asbestos survey information | Request information be determined | |
| The Building Owner Does not have Asbestos Survey information and cannot determine any additional information | Step 1 : If the material affected is (regardless of installation): <ul style="list-style-type: none"> wood concrete fiberglass (yellow, pink) plastic glass carpet If not, go to next step, | Assume no asbestos is present. |
| | Step 2: If the remaining material was installed <i>before</i> 1981 or if, you cannot Determine the age of the material Go to next step if installed after 1980 | Assume material contains asbestos |
| | Step 3: If the remaining material was installed <i>after</i> 1981, Note: With each year after 1981, finding asbestos in building products is increasingly unlikely, however some products may still contain asbestos. | Consider the following to be more likely to contain asbestos: <ul style="list-style-type: none"> roofing roofing mastics hard transite paneling cement singles |

Caution: For buildings constructed after 1980, asbestos may be present. A building owner is obligated to identify the presence, location, and quantity of any known or presumed ACMs in the structure and the components of the building.

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3.6 Work Activity A – 2 Drilling holes through wall material.

3.6.1 Introduction

If alternative means of installation of service is available without disturbing materials that may or may not contain asbestos, these should be considered, discussed with the property owner, and utilized where possible.

Holes may need to be drilled in walls for various reasons, including running cable/wiring through walls, and mounting equipment on walls. Various types of wall construction materials may contain asbestos. These include:

- cement shingles or siding
- any wall material determined to contain asbestos

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| Step | Action |
|-------------|--|
| 1 | Attempt to speak to the building owner or representative to determine if asbestos is present in the material to be drilled or if the building was constructed prior to 1981. OS14A regulations require building owners or their representatives to inform vendors if they are aware of the presence of asbestos in the vendors work area. (This requirement does not apply to single unit residential buildings.) If this step cannot be completed refer to the flowchart in section 3.11. for additional procedures. |
| 2 | If the building is a BellSouth building, contact the Building Service Center (BSC), Or contact the Property Management Facility Manager to determine if asbestos is Present |
| 3 | <p>If the material is determined to contain asbestos, or if there are other reasons to expect asbestos, i.e., building constructed prior to 1981, then the work practice below must be followed:</p> <p>a. Lay an adequate length of splice covering below the area being drilled to contain debris being extracted by the drill bit. Cover Splice B - 20" x 24" Sheet PID 400-134-946 Cover Splice B - 48" x 100' Roll PID 401-917-406</p> <p>Thoroughly wet the sponge provided in the "Sponge Kit." Place the sponge against the wall/area to be drilled. Drill through the sponge. Sponge Kit PID 443-981-055</p> <p>Option 2 Using a spray bottle containing water, continuously spray water on the area being drilled to avoid allowing asbestos particles to become airborne. Sprayer/Bottle PID 626-960-256</p> <p>b. When the drilling is complete, use a wet towel to wipe any debris from the area, and wipe off any debris from the drill and drill bit. Ensure that all settled dust is eliminated utilizing this wet wipe procedure.</p> <p>c. Fold splice covering to collect any dust, and secure with electrical/duct tape</p> <p>d. Collect wet sponge, towels, asbestos shavings/filings and place in a leak proof plastic baggie. Place baggies and splice covering in trascollection bag on vehicle and transport back to Work Center for disposal into regular trash. Larger pieces of asbestos material (greater than 1 square inch) should be collected and disposed according to BellSouth Procedures for Asbestos Containing Waste. (See Job Aid AWA-021 in Appendix E).</p> <p>e. Wash hands thoroughly after work is complete.</p> |

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GU-BTEN-001BT****Chapter 3 - Asbestos Management
Issue C, March, 1998****3.7 Work Activity A-3** Drilling or punching holes through vinyl asbestos floor tile.**3.7.1 Introduction**

If alternative means of installation can be accomplished without disturbing materials that may or may not contain asbestos, these should be considered, discussed with the property owner, and utilized where possible.

Holes may need to be drilled or punched in floor tile for running cable/wiring through flooring. Vinyl floor tile and the mastic used to cement the tile to the floor may contain asbestos. There is no way to visually determine whether floor tile contains asbestos, but floor tile manufactured after 1980 can be assumed not to contain asbestos.

3.7. Procedure

Procedures for performing this work activity are:

| Step | Action |
|------|--|
| 1 | Attempt to speak to the building owner or representative to determine if asbestos is present in the floor material to be drilled or if the building was constructed prior to 1981. OSHA regulations require building owners or their representatives to inform vendors if they are aware of the presence of asbestos in the vendors work area. (This requirement does not apply to single unit residential buildings.) If this step cannot be completed refer to the flowchart in section 3.11 for additional procedures. |
| 2 | If the building is a BellSouth building, contact the BSC or the Property and Services Management Facility Manager to determine whether the material contains asbestos. If the floor tile is known to be manufactured after 1980, then the material can be assumed not to contain asbestos and no special precautions are required. |
| 3 | <p>If the material is determined to contain asbestos, or if the asbestos content of the material is unknown, then the work practices outlined below must be followed:</p> <p>a. Option 1 Thoroughly wet the sponge provided in the "Sponge Kit and place the sponge on the floor/area to be drilled. Drill through the sponge. Sponge Kit PID 443-981-055</p> <p>Option 2 If the punch method is used to remove the asbestos floor tile, it may be necessary to wet the tile prior to punching, and then wet any remaining mastic (that may contain asbestos) prior to drilling.</p> <p>Using a spray bottle containing water, continuously spray water on the sponge and area being drilled. Sprayer/Bottle PID 626-960-256</p> <p>b. When the drilling is complete, use a wet towel to wipe any debris from the area, and wipe off any debris from the drill and drill bit. Ensure that all settled dust is eliminated utilizing this wet wipe procedure.</p> <p>c. Collect wet sponge, towels, asbestos shavings/filings and place in a leak proof plastic baggie. Place baggies in trash collection bag on vehicle and transport back to Work Center for disposal into regular trash. Larger pieces of asbestos material (greater than 1 square inch) should be collected and disposed according to BellSouth Procedures for Asbestos Containing Waste. (See Job Aid AWA-021 in Appendix E).</p> <p>d. Wash hands thoroughly after work is complete.</p> |

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ceiling

Running cable/wiring above a suspended
(or otherwise accessing a suspended
ceiling).

3.8.1 Introduction

If alternative means of installation can be accomplished without disturbing materials that may or may not contain asbestos, these should be considered, discussed with the property owner, and utilized where possible.

Technicians in Network Operations sometimes run telephone cable/wiring above suspended, or "drop," ceilings during installation activities, or may need to access suspended ceilings to make repairs. Access above the ceiling is typically obtained by lifting a ceiling tile and climbing above the suspended ceiling using a step ladder. The primary concern is that asbestos surfacing material may be present above the suspended ceiling.

3.8.2 Suspect Material

Asbestos *fireproofing* has been used in some buildings to protect the building's structural steel in the event of a fire. The fireproofing may have been sprayed-on or troweled-on. It may have been applied to the beams of the building, or it, may be found on both the beams and the decking of the building.

Asbestos *acoustical* material is a finished textured surface that contains asbestos. A suspended ceiling may have been installed during remodeling of the building. Asbestos surfacing material may have deteriorated over the years and asbestos dust and/or debris may have settled on top of the ceiling tiles. Any attempt to lift the ceiling tiles may disturb the dust. If surfacing material is present above the suspended ceiling, there is no way to rule out the possibility of this occurrence. Even if dust or debris has not fallen onto the ceiling tiles, running cables in the area could disturb the asbestos.

In addition to the fireproofing and acoustical material, *ceiling tile* should also be considered a suspect material. Although not widespread, certain manufacturers did utilize asbestos in their ceiling tile products.

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Issue C, March, 1998****3.8.3
Procedure**

Procedures for performing this work activity are:

| Step | Action |
|-------------|--|
| 1 | Attempt to speak to the building owner or representative to determine if asbestos-containing surfacing material is present above the suspended ceiling or in the suspended ceiling, itself, or if the building was constructed prior to 1981. OSHA regulations require building owners or their representatives to inform vendors if they are aware of the presence of asbestos in the vendors work area. (This requirement does not apply to single unit residential buildings.) If this step cannot be completed refer to the flowchart in section 3.11 for additional procedures. |
| 2 | If the building is a BellSouth building, contact the BSC or the Property and Services Management Facility Manager to determine whether the material contains asbestos. If the building owner has sampled the material and determined that it does not contain asbestos, then the material can be assumed not to contain asbestos and no special precautions are required. |
| 3 | If asbestos-containing material is present, then BellSouth personnel must not access the suspended ceiling. Alternative courses of action at the customer's expense include: <ul style="list-style-type: none"> ▪ Routing the cable/wiring through another area ▪ Customer places a conduit for pulling cable/wire or placement of cable/wire above the ceiling ▪ The customer hires a contractor who is qualified and equipped to place cable/wire in an asbestos-contaminated environment. ▪ If the asbestos is in the ceiling tile alone, ask the customer to lift the ceiling tile |
| 4 | If asbestos-containing surfacing material or ceiling tile is determined not to be present, but pipes insulated with ACM are present, then the following procedure should be followed: <ol style="list-style-type: none"> a. Request that the building owner or representative remove a ceiling tile in an area which is not beneath the pipes. b. Carefully approach the area to ensure that no insulated pipes or other suspect material is located in the immediate area. c. Look above the ceiling tile to determine if the cable/wire can be run in an area which is not adjacent to asbestos-containing pipes. If so, proceed with work. If not, seek an alternative approach as outlined in Step 3 above. |
| 5 | If work cannot be performed by avoiding asbestos, go to Work Activity A-8 "Dealing with Asbestos if Unavoidable" |

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Working in attics, crawlspaces, and other areas where

ACM is present.

3.9.1 Introduction

In certain situations, technicians may enter attics, crawlspaces, or other areas where certain types of asbestos are likely to be found. Asbestos fireproofing and thermal insulation on pipes and boilers are typically very friable (easily crumbled to dust with hand pressure). Disturbance of these materials could create a significant amount of airborne asbestos dust.

3.9.2 Procedure

Procedures for performing this work activity are:

| Step | Action |
|------|---|
| 1 | Attempt to speak to the building owner or representative to determine if asbestos-containing materials are present in the crawl space, attic or other areas, or if the building was constructed prior to 1981. OSHA regulations require building owners or their representatives to inform vendors if they are aware of the presence of asbestos in the vendors work area. (This requirement does not apply to single unit residential buildings.) If this step cannot be completed refer to the flowchart in section 3.11 for additional procedures. |
| 2 | If the building is a BellSouth building, contact the BSC or the Property and Services Management Facility Manager to determine whether the material contains asbestos. If the building owner has sampled the material and determined that it does not contain asbestos, then the material can be assumed not to contain asbestos and no special precautions are required. |
| 3 | Avoid entering confined areas where asbestos surfacing material or boiler and pipe insulation is present and where it is likely that working in the area will result in disturbance of any of the asbestos-containing material. |
| 4 | Avoid entering any area where asbestos-containing material has been damaged. Signs of asbestos damage include: <ul style="list-style-type: none"> ▪ Surfacing material that has become delaminated and is pulling away from the ceiling. ▪ Boiler and pipe insulation that has torn pipe wrapping. ▪ Any surfacing material or insulation that has been physically damaged. ▪ Any insulating material is present on the floor or other surfaces where it may have fallen. |
| 5 | Do not attach fasteners, drill through, or attach wire/cable to areas where asbestos surfacing material has been applied, or to insulated pipes. |
| 6 | If work cannot be performed by avoiding asbestos, go to Work Activity A-8 "Dealing with Asbestos if Unavoidable" |

3.10 Work Activity A-8**Dealing with Asbestos if Unavoidable****3.10.1 Introduction**

Often work activity cannot be avoided in areas that contain asbestos. These procedures will provide the steps to be taken when asbestos is present and cannot be avoided.

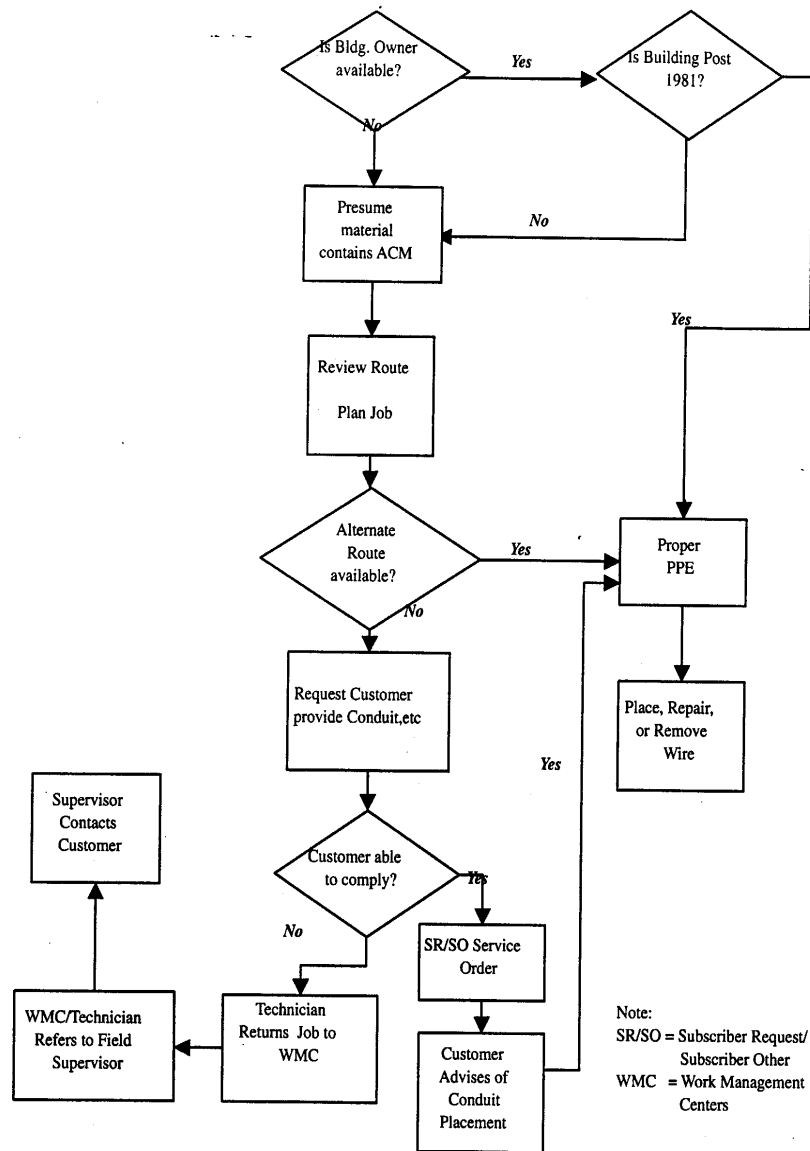
Procedures for performing this work activity are included in the following step/action table, and illustrated in the flowchart on the next page.

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3.10.2 Procedure

| Step | Action |
|------|---|
| 1 | Attempt to speak to the building owner or representative to determine if asbestos-containing surfacing material is present in the work area. OSHA regulations require building owners or their representative to inform vendors if they are aware of the existence of asbestos in the vendor's work area. (This requirement does not apply to single unit residential buildings.) |
| 2 | If the building is a BellSouth building, contact the BSC or the Property and Services Management Facility Manager to determine whether the material contains asbestos. If the building owner has sampled the material and determined that it does not contain asbestos, then the material can be assumed not to contain asbestos and no special precautions are required. |
| 3 | Comply with activities to avoid asbestos through alternate routes |
| 4 | If alternate route is available, utilize proper work activity PPE and place, repair or remove wire. If alternate route is not available, go to the step 5. |
| 5 | Request that the customer provide conduit or alternate means of avoiding asbestos. |
| 6 | If customer will provide conduit, a SR/SO (Subscriber Request/Subscriber Other) Service order is completed. If not, go step 9 |
| 7 | Customer will then advise of completion |
| 8 | BST can then proceed with work. |
| 9 | If customer will not provide conduit as requested, the technician should return job to WMC (Work Management Center), refer issue to the supervisor.. |
| 10 | The supervisor will contact the customer for further discussion. |

BellSouth Telecommunications
GU-BTEN-001BTChapter 3 – Asbestos Management
Issue C, March, 19983.11 Flowchart for Work Activity – Dealing with Asbestos
Dealing With Asbestos If Unavoidable

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Issue C, March, 1998****3.12 Work Activity A-9
Communication****Asbestos**

On occasion, it may be necessary to explain to a customer why work cannot be performed as planned due to the presence of asbestos. The "To our valued customers" notice (Form RF6879) will be used to communicate the following information.

- why the work cannot be performed
- who to call for more information

The technician should check item #13 the first page and write "there may be asbestos containing material". Then check item #6 on the second page and provide the supervisor's telephone number in the blank provided.

**3.13 Asbestos
Notification**

BellSouth is required to notify employers of workers who may access cable contained in asbestos conduit in BellSouth plant, that asbestos is presumed to be present in all cementitious conduit material.

**3.14 Asbestos
Training**

Appendix I summarizes this information. Training requirements are also cross-referenced into the work activity Job Aids

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4. Standards for Asbestos Management in Fleet Maintenance

4.1 Scope

This section applies to all company fleet maintenance functions that are performed by either BST personnel or contracted services in BST facilities.

4.2 Operational Procedures

OSHA specifies additional requirements/restrictions for Brake and Clutch Repair activities.

Accordingly, Appendix C contains a Job Aid on the following operational activity:

Job Aid #AWA-020

“Brake and Clutch Repair Activities”

4.3 Asbestos Training

Appendix I summarizes this information. Training requirements are also cross-referenced into the work activity Job Aids.

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ATTACHMENT 6

Rights-of-Way (ROW), Conduits, Pole Attachments

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EXHIBITS

Exhibit 1 BellSouth Records Maintenance Centers

Exhibit 2 BellSouth Administrative Forms and Notices

ATTACHMENT 6

RIGHTS OF WAY (ROW), CONDUITS, POLE ATTACHMENTS

This Attachment VI, together with the terms and conditions contained in Part A, Attachment 1 and Attachment 8, sets forth the terms and conditions under which BellSouth shall afford to MCIIm access to BellSouth's poles, ducts, conduits and rights-of-way pursuant to the Act and FCC rules and regulations.

1. DEFINITIONS

Definitions in General. Except as the context otherwise requires, the terms defined in this Attachment shall, as used in this Attachment, have the meanings set forth in Sections 1.1 through 1.32, below.

- 1.1 Anchor. The term "anchor" refers to a device, structure, or assembly, which stabilizes a pole and holds it in place. An anchor assembly may consist of a rod and fixed object or plate, typically embedded in the ground, which is attached to a guy strand or guy wire, which, in turn, is attached to the pole. The term "anchor" includes only those anchors which are owned by BellSouth, as distinguished from anchors which are owned and controlled by other persons or entities, and does not include the guy strand, which connects the anchor to the pole.
- 1.2 Anchor/guy strand. The term "anchor/guy strand" refers to supporting wires, typically stranded together, or other devices attached to a pole and connecting that pole to an anchor or to another pole for the purpose of increasing pole stability. The term "anchor/guy strand" includes, but is not limited to, strands sometimes referred to as "anchor strands," "down guys," "guy strands," and "pole-to-pole guys."
- 1.3 Application. The process of requesting information related to records, pole and/or conduit availability, or make-ready requirements for BellSouth owned or controlled facilities. Each application is limited in size to a request for a maximum of (1) 100 consecutive poles or (2) 10 consecutive manhole sections or 5000 feet, whichever is greater. The application includes (but not limited to) request for records, records investigation and/or field investigation, and make-ready work.
- 1.4 Intentional left blank.
- 1.5 Assigned. The term "assigned", when used with respect to conduit or duct space or pole attachment space, refers to any space in such conduit or duct or on such pole that is occupied by a telecommunications service provider or a municipal or other governmental authority, or is assigned pursuant to Section 4.8 herein. To ensure the judicious use of poles and conduits, space "assigned" to a telecommunications service provider must be physically occupied by the service provider, be it BellSouth or a new entrant, within twelve (12) months of the space being "assigned".
- 1.6 Available. The term "available", when used with respect to conduit or duct space or

pole attachment space, refers to any usable space in such conduit or duct or on such pole not assigned to a specific provider at the applicable time.

1.7 Intentionally left blank.

1.8 Conduit occupancy. The terms "conduit occupancy" and "occupancy" refer to the presence of wire, cable, optical conductors, or other facilities within any portion of BellSouth's conduit system.

1.9 Conduit system. The term "conduit system" refers to any combination of ducts, conduits, manholes, and handholes, and other rights-of-way joined to form an integrated whole. In this Attachment, the term refers to conduit systems owned or controlled by BellSouth.

1.10 Cost. The term "cost" as used herein refers to charges made by BellSouth to MCIIm for specific work performed, and shall be (a) the actual charges made by subcontractors to BellSouth for work and/or, (b) if the work was performed by BellSouth employees, the rates set forth in Attachment I of this Agreement shall apply for such work, or (c) if the work is done by approved contractors hired by MCIIm, the actual charges made by such contractors to MCIIm.

1.11 Duct. The term "duct" refers to a single enclosed tube, pipe, or channel for enclosing and carrying cables, wires, and other facilities. As used in this Attachment, the term "duct" includes "inner-ducts" created by subdividing a duct into smaller channels.

1.12 Facilities. The terms "facility" and "facilities" refer to any property or equipment utilized in the provision of telecommunication services.

1.13 Intentionally left blank.

1.14 Intentionally left blank.

1.15 Inner-Duct. The term "inner-duct" refers to a pathway created by subdividing a duct into smaller channels.

1.16 Joint User. The term "joint user" refers to a utility which has entered into an agreement with BellSouth providing reciprocal rights of attachment of facilities owned by each party to the poles, ducts, conduits and rights-of-way owned by the other party.

1.17 Lashing. The term "lashing" refers to the attachment of a licensee's sheath or inner-duct to a supporting strand.

1.18 License. The term "license" refers to any license issued pursuant to this Agreement and may, if the context requires, refer to conduit occupancy or pole attachment licenses issued by BellSouth prior to the date of this Agreement.

1.19 Licensee. The term "licensee" refers to MCIIm, where MCIIm has entered into an agreement or arrangement with BellSouth permitting MCIIm to place its facilities in BellSouth's conduit system or attach its facilities to BellSouth's poles or anchors. Licensee and MCIIm may be used interchangeably throughout this Attachment.

1.20 Make-Ready Work. The term "make-ready work" refers to all work performed or to be performed to prepare BellSouth's conduit systems, poles or anchors and related

- facilities for the requested occupancy or attachment of MCIIm's facilities. "Make-Ready work" includes, but is not limited to, clearing obstructions (e.g., by "rodding" ducts to ensure clear passage), the rearrangement, transfer, replacement, and removal of existing facilities on a pole or in a conduit system where such work is required solely to accommodate MCIIm's facilities and not to meet BellSouth's business needs or convenience. "Make-Ready work" may require "dig-ups" of existing facilities and may include the repair, enlargement or modification of BellSouth's facilities (including, but not limited to, conduits, ducts, handholes and manholes) or the performance of other work required to make a pole, anchor, conduit or duct usable for the initial placement of MCIIm's facilities.
- 1.21 Manhole/Handhole. The term "manhole" refers to an enclosure, usually below ground level and entered through a hole on the surface covered with a cast iron or concrete manhole cover, which personnel may enter and use for the purpose of installing, operating, and maintaining facilities in a conduit. The term "handhole" refers to a similar enclosure which is too small for personnel to enter.
- 1.22 Occupancy. The term "occupancy" shall refer to the physical presence of telecommunication facilities in a duct, on a pole, or within a right-of-way.
- 1.23 Person acting on MCIIm's behalf. The terms "person acting on MCIIm's behalf," "personnel performing work on MCIIm's behalf," and similar terms include both natural persons and firms and ventures of every type, including, but not limited to, corporations, partnerships, limited liability companies, sole proprietorships, and joint ventures. The terms "person acting on MCIIm's behalf," "personnel performing work on MCIIm's behalf," and similar terms specifically include, but are not limited to, MCIIm, its officers, directors, employees, agents, representatives, attorneys, contractors, subcontractors, and other persons or entities performing services at the request of or as directed by MCIIm and their respective officers, directors, employees, agents, and representatives.
- 1.24 Person acting on BellSouth's behalf. The terms "person acting on BellSouth's behalf," "personnel performing work on BellSouth's behalf," and similar terms include both natural persons and firms and ventures of every type, including, but not limited to, corporations, partnerships, limited liability companies, sole proprietorships, and joint ventures. The terms "person acting on BellSouth's behalf," "personnel performing work on BellSouth's behalf," and similar terms specifically include, but are not limited to, BellSouth, its officers, directors, employees, agents, representatives, attorneys, contractors, subcontractors, and other persons or entities performing services at the request or on behalf of BellSouth and their respective officers, directors, employees, agents, and representatives.
- 1.25 Pole. The term "pole" refers to both utility poles and anchors but only to those utility poles and anchors owned or controlled by BellSouth, and does not include utility poles or anchors with respect to which BellSouth has no legal authority to permit attachments by other persons or entities.
- 1.26 Intentionally left blank.
- 1.27 Prelicense survey. The term "prelicense survey" refers to all work and activities

- performed or to be performed to determine whether there is adequate capacity on a pole or in a conduit or conduit system (including manholes and handholes) to accommodate MCIIm's facilities and to determine what make-ready work, if any, is required to prepare the pole, conduit or conduit system to accommodate MCIIm's facilities.
- 1.28 Right-of-Way (ROW). The term "right-of-way" refers to the right to use the land or other property of BellSouth to place poles, conduits, cables, other structures and equipment, or to provide passage to access such structures and equipment. A Right-of-Way may run under, on, above, across, along or through public or private property or enter multi-unit buildings (including air space above public or private property) and may include the right to use BellSouth-owned or controlled building entrance facilities, building entrance links, equipment rooms, telephone closets, and/or building risers.
- 1.29 Sheath. The term "sheath" refers to a single outer covering containing communications wires, fibers, or other communications media.
- 1.30 Spare Capacity. The term "spare capacity" refers to any pole attachment space, conduit, duct or inner-duct not currently assigned or subject to a pending application for attachment/occupancy. Spare capacity does not include an inner-duct (not to exceed one inner-duct per party) reserved by BellSouth, MCIIm, or a third party for maintenance, repair, or emergency restoration.
- 1.31 State. When capitalized, the term "State" (as used in terms such as "this State") refers to the State, for which this Agreement applies.
- 1.32 Third Party. The terms "third party" and "third parties" refer to persons and entities other than MCIIm and BellSouth. Use of the term "third party" does not signify that any such person or entity is a party to this Agreement or has any contractual rights hereunder.

2. REQUIREMENTS / SCOPE OF AGREEMENT

- 2.1 Scope of Attachment. BellSouth shall provide MCIIm with equal and nondiscriminatory access to pole space, conduits, ducts, and rights-of-way on terms and conditions equal to those provided by BellSouth to itself or to any other telecommunications service provider. Further, BellSouth shall not withhold or delay assignment of such facilities to MCIIm because of the potential or forecasted needs of itself, its Affiliates or other parties.
- 2.2 Attachments and Occupancies Authorized by this Attachment. BellSouth shall issue one or more licenses to MCIIm authorizing MCIIm to attach facilities to BellSouth's owned or controlled poles and to place facilities within BellSouth's owned or controlled conduits, ducts or rights-of-way under the terms and conditions set forth in this Attachment, the Act and FCC rules and regulations.
- 2.2.1 Unless otherwise provided herein, authority to attach facilities to BellSouth's owned or controlled poles or to place facilities within BellSouth's owned or controlled conduits, ducts or rights-of-way shall be granted only in individual licenses granted under this Attachment and the placement or use of such facilities shall be determined in

accordance with such licenses and procedures established in this Attachment.

- 2.2.2 MCIm agrees that its attachment of facilities to BellSouth's owned or controlled poles or occupancy of BellSouth's owned or controlled conduits, ducts or rights-of-way shall take place pursuant to the licensing procedures set forth herein, and BellSouth agrees that it shall not unreasonably withhold or delay issuance of such licenses.
- 2.2.3 MCIm may not sublease or otherwise authorize any Third Party to use any part of the BellSouth Facilities licensed to MCIm under this Attachment, except that MCIm may lease its own Facilities to Third Parties, or allow affiliates to overlash cables to MCIm cables. Notwithstanding the above, upon notice to BellSouth, MCIm may permit Third Parties who have an agreement with BellSouth to overlash to existing MCIm attachments in accordance with the terms and conditions of such Third Party's agreement with BellSouth, and MCIm may lease dark fiber to a Third Party
- 2.3 Licenses. Subject to the terms and conditions set forth in this Attachment, BellSouth shall issue to MCIm one or more licenses authorizing MCIm to place or attach facilities in or to specified poles, conduits, ducts or rights-of-way owned or controlled by BellSouth located within this State on a first come, first served basis. BellSouth may deny a license application if BellSouth determines that the pole, conduit or duct space specifically requested by MCIm is necessary to meet BellSouth's present needs, or is licensed by BellSouth to another licensee, or is otherwise unavailable based on engineering concerns. BellSouth shall provide written notice to MCIm within a reasonable time, not to exceed 45 days, specifying in detail the reasons for denying MCIm's request. BellSouth shall have the right to designate the particular duct(s) to be occupied, the location and manner in which MCIm's facilities will enter and exit BellSouth's conduit system and the specific location and manner of installation for any associated equipment which is permitted by BellSouth to occupy the conduit system. Assignment of space on poles, in conduits or ducts and within rights-of-way will be granted by BellSouth on an equal basis to BellSouth, MCIm and other telecommunication service providers
- 2.4 Access and Use of Rights-of-Way. BellSouth acknowledges that it is required by the Act and FCC rules and regulations to afford MCIm access to and use of all associated rights-of-way to any sites where BellSouth's owned or controlled poles, manholes, conduits, ducts or other parts of BellSouth's owned or controlled conduit systems are located and any other BellSouth owned or controlled rights-of-way.
- 2.4.1 BellSouth shall provide MCIm with access to and use of such rights-of-way to the same extent and for the same purposes that BellSouth may access or use such rights-of-way, including, but not limited to, access for ingress, egress or other access and to construct, utilize, maintain, modify, and remove facilities for which pole attachment, conduit occupancy, or right-of-way use licenses have been issued, provided that any agreement with a third party under which BellSouth holds such rights expressly or impliedly grants BellSouth the right to provide such rights to others.
- 2.4.2 Where BellSouth notifies MCIm that a BellSouth agreement with a third party does not expressly or impliedly grant BellSouth the ability to provide such access and use rights to others, then, upon MCIm's request, BellSouth will use its best efforts to

obtain the owner's consent and to otherwise secure such rights for MCIm. MCIm agrees to reimburse BellSouth for the reasonable and demonstrable costs incurred by BellSouth in obtaining such rights for MCIm.

2.4.3 In cases where a third party agreement does not grant BellSouth the right to provide access and use rights to others as contemplated in this Section 2 and BellSouth, despite its best efforts, is unable to secure such access and use rights for MCIm in accordance with Section 2.4.2 herein, or, in the case where MCIm elects not to invoke its rights under Sections 2.4.1 or 2.4.2 herein, MCIm shall be responsible for obtaining such permission to access and use such rights-of-way. BellSouth shall cooperate with MCIm in obtaining such permission and shall not prevent or delay any third party assignment of rights-of-way to MCIm.

2.4.4 Where BellSouth has any ownership or rights-of-way to buildings or building complexes, or within buildings or building complexes, BellSouth shall offer to MCIm through a license or other agreement:

2.4.4.1 The right to use any available space owned or controlled by BellSouth in the building or building complex to install MCIm equipment and facilities; and

2.4.4.2 Ingress and egress to such space.

Except to the extent required to meet the requirements of the Act and FCC rules and regulations, neither this Attachment nor any license granted hereunder shall constitute a conveyance or assignment of any of either Party's rights to use any public or private rights-of-way, and nothing contained in this Attachment or in any license granted hereunder shall be construed as conferring on one Party any right to interfere with the other Party's access to any such public or private rights-of-way.

2.5 No Effect on BellSouth's Right to Convey Property. Nothing contained in this Attachment or in any license issued hereunder shall in any way affect the right of BellSouth to convey to any other person or entity any interest in real or personal property, including any poles, conduit or ducts to or in which MCIm has attached or placed facilities pursuant to licenses issued under this Section provided however that if BellSouth voluntarily conveys for consideration real property to which MCIm possess a license and the conveyance is not subject to that license or the purchaser will not honor the license, then BellSouth shall reimburse MCIm for all costs associated with removal and reinstallation of MCIm's equipment. In addition, BellSouth shall not enter into any agreement under such a conveyance concerning access or use of property so conveyed, unless MCIm receives the same terms as BellSouth receives.

2.6 No Effect on BellSouth's Rights to Manage its Own Facilities. This Attachment shall not be construed as limiting or interfering with BellSouth's rights set forth below, except to the extent expressly provided by the provisions of this Attachment or licenses issued hereunder or under the Act or other applicable laws, rules or regulations:

2.6.1 To locate, relocate, move, replace, modify, maintain, and operate BellSouth's own facilities within BellSouth's conduits, ducts or rights-of way or any of BellSouth's

facilities attached to BellSouth's poles at any time and in any reasonable manner which BellSouth deems appropriate to serve its customers, avail itself of new business opportunities, or otherwise meet its business needs; or

- 2.6.2 To enter into new agreements or arrangements with other persons or entities permitting them to attach or place their facilities to or in BellSouth's poles, conduits or ducts; provided, however, that such relocations, moves, replacements, modifications, maintenance and operations or new agreements or arrangements shall not substantially interfere with MCIIm's pole attachment, conduit occupancy or right-of-way use or rights provided by licenses issued pursuant to this Attachment.
- 2.7 No Effect on MCIIm's Rights to Manage its Own Facilities. This Attachment shall not be construed as limiting or interfering with MCIIm's rights set forth below, except to the extent expressly provided by the provisions of this Attachment or licenses issued hereunder or under the Act or other applicable laws, rules or regulations:
- 2.7.1 To locate, relocate, move, replace, modify, maintain, and operate its own facilities within BellSouth's conduits, ducts or rights-of-way or its facilities attached to BellSouth's poles at any time and in any reasonable manner which MCIIm deems appropriate to serve its customers, avail itself of new business opportunities, or otherwise meet its business needs; or
- 2.7.2 To enter into new agreements or arrangements with other persons or entities permitting MCIIm to attach or place its facilities to or in such other persons' or entities' poles, conduits or ducts, or rights-of-way; provided, however, that such relocations, moves, replacements, modifications, maintenance and operations or new agreements or arrangements shall not conflict with MCIIm's obligations under this Attachment.
- 2.8 No Right to Interfere with Facilities of Others. The provisions of this Attachment or any license issued hereunder shall not be construed as authorizing either Party to this Attachment to rearrange or interfere in any way with any of the other Party's facilities, with the facilities of other persons or entities, or with the use of or access to such facilities by such other Party or such other persons or entities, except to the extent expressly provided by the provisions of this Attachment or any license issued hereunder or under the Act or other applicable laws, rules or regulations.
- 2.8.1 MCIIm acknowledges that the facilities of persons or entities other than BellSouth and MCIIm may be attached to or occupy BellSouth's poles, conduits, ducts and rights-of-way.
- 2.8.2 BellSouth shall not attach, or give permission to any third parties to attach facilities to, existing MCIIm facilities without MCIIm's prior written consent. If BellSouth becomes aware of any such unauthorized attachment to MCIIm facilities, BellSouth shall use its best efforts to rectify the situation immediately.
- 2.8.3 With respect to facilities occupied by MCIIm or the subject of an application for attachment by MCIIm, BellSouth will give to MCIIm at least sixty (60) days' written notice for conduit extensions or reinforcements, at least sixty (60) days' written notice for pole line extensions, at least sixty (60) days' written notice for pole replacements, and at least sixty (60) days' written notice of BellSouth's intention to construct,

reconstruct, expand or place such facilities or of BellSouth's intention not to maintain or use any existing facility. Where BellSouth elects to abandon or remove BellSouth facilities, the facilities will be offered to existing occupants on a first-in, first-right to maintain basis. The party first electing to exercise this option will be required to execute the appropriate agreement with BellSouth to transfer (purchase agreement) ownership from BellSouth to new party, subject to then-existing licenses pertaining to such facilities. If no party elects to maintain such facilities, all parties will be required to move their existing facilities within ninety (90) days. If an emergency or provision of an applicable joint use agreement requires BellSouth to construct, reconstruct, expand or replace poles, conduits or ducts occupied by MCIIm or the subject of an application for attachment by MCIIm, BellSouth will notify MCIIm as soon as reasonably practicable of such proposed construction, reconstruction, expansion or replacement to enable MCIIm, if it so desires, to request that a pole, conduit or duct of greater height or capacity be utilized to accommodate an anticipated facility need of MCIIm.

- 2.8.3.1 Whenever BellSouth intends to modify or alter any poles, ducts, conduits or rights-of-way which contain MCIIm's facilities, BellSouth shall provide at least sixty (60) days' advance written notification to MCIIm of such action so that MCIIm may have a reasonable opportunity to add to or modify MCIIm's facilities. If MCIIm adds to or modifies MCIIm's facilities according to this Section, MCIIm shall bear a proportionate share of the costs incurred by BellSouth in making such facilities accessible.

- 2.8.4 Retired Cable. At MCI's expense, BellSouth shall remove any retired cable from conduit systems or pole systems to allow for the efficient use of conduit space or pole space within a reasonable period of time. BellSouth retains salvage rights on any cable removed. In order to safeguard its structures and facilities, BellSouth reserves the right to remove retired cables and is under no obligation to allow MCIIm the right to remove such cables. Based on sound engineering judgement, there may be situations where it would neither be feasible nor practical to remove retired cables.

3. REQUIREMENTS AND SPECIFICATIONS

- 3.1 Published Standards Incorporated in this Attachment by Reference. MCIIm agrees that its facilities shall be placed, constructed, maintained, repaired, and removed in accordance with current (as of the date when such work is performed) editions of the following publications, each of which is incorporated by reference as part of this Attachment:

- 3.1.1 The Blue Book Manual of Construction Procedures, Special Report SR-TAP-001421, published by Bell Communications Research, Inc. ("Bellcore"), and sometimes referred to as the "Blue Book";
- 3.1.2 The National Electrical Code ("NEC"); and
- 3.1.3 The National Electrical Safety Code ("NESC").

- 3.2 Changes in Published Standards. MCIIm agrees to rearrange its facilities in accordance with changes in the standards published in the publications specified in Section 3 of

this Attachment if required by law to do so or upon the mutual agreement of the Parties.

- 3.3 Additional Electrical Design Specifications. MCIIm agrees that, in addition to specifications and requirements referred to in Section 3 above, MCIIm's facilities placed in BellSouth's conduit system shall meet all of the following electrical design specifications:
- 3.3.1 No facility shall be placed in BellSouth's conduit system in violation of FCC rules and regulations.
- 3.3.2 MCIIm's facilities placed in BellSouth's conduit system shall not be designed to use the earth as the sole conductor for any part of MCIIm's circuits.
- 3.3.3 MCIIm's facilities carrying more than 50 volts AC (rms) to ground or 135 volts DC to ground shall be enclosed in an effectively grounded sheath or shield.
- 3.3.4 No coaxial cable of MCIIm shall occupy a conduit system containing BellSouth's cable unless such cable of MCIIm meets the voltage limitations of Article 820 of the National Electrical Code.
- 3.3.5 MCIIm's coaxial cable may carry continuous DC voltages up to 1800 volts to ground where the conductor current will not exceed one-half amperes and where such cable has two (2) separate grounded metal sheaths or shields and a suitable insulating jacket over the outer sheath or shield. The power supply shall be so designed and maintained that the total current carried over the outer sheath shall not exceed 200 micro amperes under normal conditions. Conditions which would increase the current over this level shall be cleared promptly.
- 3.3.6 Neither Party shall circumvent the other Party's corrosion mitigation measures. Each Party's new facilities shall be compatible with the other Party's facilities so as not to damage any facilities of the other Party by corrosion or other chemical reaction.
- 3.4 Additional Physical Design Specifications. MCIIm's facilities placed in BellSouth's conduit system must meet all of the following physical design specifications:
- 3.4.1 Cables bound or wrapped with cloth or having any kind of fibrous coverings or impregnated with an adhesive material shall not be placed in BellSouth's conduit or ducts.
- 3.4.2 The integrity of BellSouth's conduit system and overall safety of BellSouth's personnel and other personnel working in BellSouth's conduit system requires that "dielectric cable" be required when MCIIm's cable facility utilizes an alternative duct or route that is shared in the same trench by any current carrying facility of a power utility.
- 3.4.3 New construction splices in MCIIm's fiber optic and twisted pair cables shall be located in manholes, pull boxes or handholes.
- 3.5 Additional Specifications Applicable to Connections. The following specifications apply to connections of MCIIm's conduit to BellSouth's conduit system:
- 3.5.1 MCIIm will be permitted to connect its conduit or duct only at the point of a BellSouth manhole. No attachment will be made by entering or breaking into conduit between

- manholes. All necessary work to install MCIIm facilities will be performed by MCIIm or its contractor at MCIIm's expense. In no event shall MCIIm or its contractor "core bore" or make any other modification to BellSouth manhole(s) without the prior written approval of BellSouth, which approval will not be unreasonably delayed or withheld.
- 3.5.2 BellSouth may monitor, at MCIIm's expense, the entrance and exit of MCIIm's facilities into BellSouth's manholes and the placement of MCIIm's facilities in BellSouth's manholes.
- 3.5.3 If MCIIm constructs or utilizes a duct connected to BellSouth's manhole, the duct and all connections between that duct and BellSouth's manhole shall be sealed, to the extent practicable, to prevent the entry of gases or liquids into BellSouth's conduit system. If MCIIm's duct enters a building, it shall also be sealed where it enters the building and at all other locations necessary to prevent the entry of gases and liquids from the building into BellSouth's conduit system.
- 3.6 Requirements Relating to Personnel, Equipment, Material, and Construction Procedures Generally. Duct clearing, rodding or modifications required to grant MCIIm access to BellSouth's conduit systems may be performed by BellSouth at MCIIm's expense at charges which represent BellSouth's actual costs. Alternatively, at MCIIm's option, such work may be performed by MCIIm or a contractor provided that the entity performing the work demonstrates compliance with BellSouth certification requirements, which certification requirements shall be consistent with FCC rules and regulations. The Parties acknowledge that MCIIm, its contractors, and other persons acting on MCIIm's behalf will perform work for MCIIm (e.g., splicing MCIIm's facilities) within BellSouth's conduit system. MCIIm represents and warrants that neither MCIIm nor any person acting on MCIIm's behalf shall permit any person to climb or work on or in any of BellSouth's poles or to enter BellSouth's manholes or work within BellSouth's conduit system unless such person has the training, skill, and experience required to recognize potentially dangerous conditions relating to pole or the conduit systems and to perform the work safely.
- 3.6.1 MCIIm's facilities within BellSouth's conduit system shall be constructed, placed, rearranged, modified, and removed upon receipt of a license specified in Section 5 herein. However, no such license will be required for the inspection, maintenance, repair or non-physical modifications of MCIIm's facilities.
- 3.6.2 "Rodding" or clearing of ducts in BellSouth's conduit system shall be done only when specific authorization for such work has been obtained in advance from BellSouth, which authorization shall not be unreasonably delayed or withheld. The Parties agree that such rodding or clearing shall be performed according to existing industry standards and practices. MCIIm may perform such work itself or may contract with BellSouth for performance of such work or, at MCIIm's option, with a contractor provided that the entity performing the work demonstrates compliance with BellSouth certification requirements which certification requirements shall be consistent with FCC rules and regulations.
- 3.6.3 Personnel performing work on BellSouth's or MCIIm's behalf in BellSouth's conduit

- system shall not climb on, step on, or otherwise disturb the other Party's or any third party's cables, air pipes, equipment, or other facilities located in any manhole or other part of BellSouth's conduit system.
- 3.6.4 Personnel performing work on BellSouth's or MCIIm's behalf within BellSouth's conduit system, including any manhole, shall, upon completing their work, make reasonable efforts to remove all tools, unused materials, wire clippings, cable sheathing and other materials brought by them to the work site.
- 3.6.5 All of MCIIm's facilities shall be firmly secured and supported in accordance with Bellcore and industry standards.
- 3.6.6 Identification of Facilities in Conduit/Manholes. MCIIm's facilities shall be plainly identified with MCIIm's name in each manhole with a firmly affixed permanent tag that meets standards set by BellSouth for its own facilities.
- 3.6.6.1 Identification of Pole Attachments. MCIIm's facilities attached to BellSouth poles shall be plainly identified with MCIIm's name firmly affixed at each pole by a permanent tag that meets industry standards.
- 3.6.7 Manhole pumping and purging required in order to allow MCIIm's work operations to proceed shall be performed by MCIIm or its contractor in compliance with the requirements of Exhibit B to this Attachment, and with all regulations and standards established by the United States Environmental Protection Agency and by any applicable state or local environmental regulators. Exhibit B will be changed as required by changes in Applicable Law, or by mutual agreement of the Parties. Either Party desiring to make other changes to Exhibit B may invoke the dispute resolution procedures of Part A of this Agreement if the Parties are not able to agree on such changes. BellSouth may not use its own practices as a method of applying rules to MCIIm which are more onerous than those which it applies to itself. BellSouth remains bound by its obligations as an incumbent LEC under applicable federal and State law.
- 3.6.8 Planks or other types of platforms shall not be installed using cables, pipes or other equipment as a means of support. Platforms shall be supported only by cable racks.
- 3.6.9 Any leak detection liquid or device used by MCIIm or personnel performing work on MCIIm's facilities within BellSouth's conduit system shall be of a type approved by BellSouth or Bellcore.
- 3.6.10 When MCIIm or personnel performing work on MCIIm's behalf are working within or in the vicinity of any part of BellSouth's poles or conduit system which is located within, under, over, or adjacent to streets, highways, alleys or other traveled rights-of-way, MCIIm and all personnel performing work on MCIIm's behalf shall follow procedures which MCIIm deems appropriate for the protection of persons and property. MCIIm shall be responsible, at all times, for determining and implementing the specific steps required to protect persons and property at the site. MCIIm will provide all traffic control and warning devices required to protect pedestrian and vehicular traffic, workers and property from danger. MCIIm has sole responsibility for the safety of all personnel performing work on MCIIm's behalf, for the safety of bystanders, and for insuring that all operations conform to current OSHA regulations and all other governmental rules, ordinances or statutes. BellSouth reserves the right

- to suspend MCIIm's activities on, in or in the immediate vicinity of BellSouth's poles or conduit system if, in BellSouth's reasonable judgment, any hazardous condition arises due to the activity (including both acts and omissions) of MCIIm or any personnel performing work on MCIIm's behalf, which suspension shall cease when the condition has been rectified.
- 3.6.11 Except for protective screens, no temporary cover shall be placed by MCIIm or personnel performing work on MCIIm's behalf over an open manhole unless it is at least four feet (4') above the surface level of the manhole opening.
- 3.6.12 Smoking or the use of any open flame is prohibited in BellSouth's manholes, in any other portion of BellSouth's conduit system, or within ten feet (10') of any open manhole entrance; provided that this provision will not prohibit the use of spark producing tools such as electric drills, fusion splicers, etc.
- 3.6.13 Artificial lighting, when required, will be provided by MCIIm. Only explosion-proof lighting fixtures shall be used.
- 3.6.14 Neither MCIIm nor personnel performing work on MCIIm's behalf shall allow any combustible gas, vapor, liquid, or material to accumulate in BellSouth's conduit system, including any manhole, during work operations performed within or in the vicinity of BellSouth's conduit system.
- 3.6.15 MCIIm will abide by any laws, regulations or ordinances regarding the use of spark producing tools, equipment or devices in BellSouth's manholes, in any other portions of BellSouth's conduit system, or within ten feet (10') of any open manhole opening. This includes, but is not limited to, such tools as electric drills and hammers, meggers, breakdown sets, and induction sets.
- 3.7 Opening of Manholes. The following requirements apply to the opening of BellSouth's manholes and the authority of BellSouth personnel present when work on MCIIm's behalf is being performed within or in the vicinity of BellSouth's conduit system.
- 3.7.1 BellSouth's manholes shall be opened only as permitted by BellSouth's authorized employees or agents, which permission shall not be unreasonably denied or delayed.
- 3.7.2 MCIIm shall notify BellSouth forty-eight (48) hours in advance of any routine work operation requiring entry into any of BellSouth's manholes.
- 3.7.3 MCIIm shall be responsible for obtaining any necessary authorization from appropriate authorities to open manholes for conduit work operations therein.
- 3.7.4 BellSouth's authorized employee or agent shall not direct or control the conduct of MCIIm's work at the work site. The presence of BellSouth's authorized employee or agent at the work site shall not relieve MCIIm or personnel performing work on MCIIm's behalf of their responsibility to conduct all work operations within BellSouth's conduit system in a safe and workmanlike manner.
- 3.7.5 Although BellSouth's authorized employee or agent shall not direct or control the conduct of MCIIm's work at the work site, BellSouth's employee or agent shall have the authority to suspend MCIIm's work operations within BellSouth's conduit system if, in the reasonable discretion of such BellSouth employee or agent, it appears that any

hazardous conditions arise or any unsafe practices are being followed by MCIm or personnel performing work on MCIm's behalf.

3.8 OSHA Compliance: Notice to BellSouth of Unsafe Conditions. MCIm agrees that:

3.8.1 Its facilities shall be constructed, placed, maintained, repaired, and removed in accordance with the Occupational Safety and Health Act ("OSHA") and all rules and regulations promulgated thereunder;

3.8.2 All persons acting on MCIm's behalf, including, but not limited to, MCIm's employees, agents, contractors, and subcontractors shall, when working on or within BellSouth's poles or conduit system, comply with OSHA and all rules and regulations thereunder;

3.8.3 MCIm shall establish appropriate procedures and controls to assure compliance with all requirements of this Attachment; and

3.8.4 MCIm, and any person acting on MCIm's behalf, may report unsafe conditions on, in or in the vicinity of BellSouth's poles or conduit system to BellSouth.

3.9 Compliance with Environmental Laws and Regulations. MCIm acknowledges that, from time to time, environmental contaminants may enter BellSouth's conduit system and accumulate in manholes or other conduit facilities and that certain conduits (Transite) are constructed with asbestos-containing materials. If BellSouth has knowledge of the presence of such contaminants in a conduit for which MCIm has applied for or holds a license, BellSouth will promptly notify MCIm of such fact. In addition, upon request by MCIm, BellSouth shall provide MCIm with information pertaining to any environmental inspections it has performed on rights-of-way, conduits, and pole attachments for which MCIm has applied for or holds a license. Notwithstanding any of BellSouth's notification requirements in this Attachment, MCIm acknowledges that some of BellSouth's conduit may be fabricated from asbestos-containing materials. Such conduit is generally marked with a designation of "C Fiber Cement Conduit," "Transite," or "Johns-Manville." Unless sampling or manufacturer's certification proves otherwise, MCIm will presume that all conduit not fabricated of plastic, tile, or wood is asbestos-containing and will handle it pursuant to all applicable regulations relating to worker safety and protection of the environment. BellSouth makes no representations to MCIm or personnel performing work on MCIm's behalf that BellSouth's conduit system or any specific portions thereof will be free from environmental contaminants at any particular time. The acknowledgments and representations set forth in the two preceding sentences are not intended to relieve BellSouth of any liability which it would otherwise have under applicable law for the presence of environmental contaminants in its conduit facilities. MCIm agrees to comply with the following provisions relating to compliance with environmental laws and regulations:

3.9.1 MCIm's facilities shall be constructed, placed, maintained, repaired, and removed in accordance with all applicable federal, State, and local environmental statutes, ordinances, rules, regulations, and other laws, including, but not limited to, the Resource Conservation and Recovery Act (42 U.S.C. §§9601 et seq.), the Toxic Substance Control Act (15 U.S.C. §§2601-2629), the Clean Water Act (33 U.S.C. §§1251 et seq.), and the Safe Drinking Water Act (42 U.S.C. §§300f-300j).

- 3.9.2 All persons acting on MCIm's behalf, including, but not limited to, MCIm's employees, agents, contractors, and subcontractors, shall, when working on, within or in the vicinity of BellSouth's poles or conduit system, comply with all applicable federal, State, and local environmental laws, including, but not limited to, all environmental statutes, ordinances, rules, and regulations.
- 3.9.3 MCIm shall establish appropriate procedures and controls to assure compliance with all requirements of this Section 3.9.
- 3.9.4 MCIm and all personnel performing work on MCIm's behalf shall comply with such standards and practices as BellSouth and MCIm may from time to time mutually agree to adopt to comply with environmental laws and regulations. Pursuant to Exhibit B, neither MCIm nor BellSouth nor personnel performing work on either Party's behalf shall discharge water or any other substance from any BellSouth manhole or other conduit facility onto public or private property, including any storm water drainage system, without first testing such water or substance for contaminants in accordance with mutually agreed standards and practices and determining that such discharge would not violate any environmental law, create any environmental risk or hazard, or damage the property of any person. Proper handling and disposal of any waste material from a BellSouth manhole by MCIm or its contractor shall be the responsibility of MCIm. No such waste material shall be deposited on BellSouth premises for storage or disposal. BellSouth may not use its practices as a method of applying rules to MCIm which are more onerous than those which it applies to itself. BellSouth remains bound by its obligations as an incumbent LEC under applicable federal and state law.
- 3.10 Compliance with Other Governmental Requirements. MCIm agrees that its facilities attached to BellSouth's facilities shall be constructed, placed, maintained, and removed in accordance with the ordinances, rules, and regulations of any governing body having jurisdiction over the subject matter. MCIm shall comply with all applicable statutes, ordinances, rules, regulations and other laws requiring the marking and lighting of aerial wires, cables and other structures to ensure that such wires, cables and structures are not a hazard to aeronautical navigation. MCIm shall establish appropriate procedures and controls to assure such compliance.
- 3.11 Differences in Standards or Specifications. To the extent that there may be differences in any applicable standards or specifications referred to in this Section 3, the most stringent standard or specification shall apply.
- 3.12 MCIm Solely Responsible for the Condition of Its Facilities. MCIm shall be responsible at all times for the condition of its facilities and its compliance with the requirements, specifications, rules, regulations, ordinances, and laws specified in this Section 3. In this regard, BellSouth shall have no duty to MCIm to inspect or monitor the condition of MCIm's facilities (including, but not limited to, splices and other facilities connections) located within BellSouth's conduit and ducts or any attachment of MCIm's facilities to BellSouth's poles, anchors, anchor/guy strands or other pole facilities. BellSouth may, however, conduct such inspections and audits of its poles and conduit system as BellSouth determines reasonable or necessary. Such inspection and audits shall be conducted at BellSouth's expense with the exception of (a) follow-

up inspection to confirm remedial action after an observed MCIIm violation of the requirements of this Attachment; and (b) inspection of MCIIm facilities in compliance with a specific mandate of appropriate governmental authority for which inspections the cost shall be borne by MCIIm. Either Party may audit the other Party's compliance with the terms of this Section 3.12. Observed safety hazards or imminent facility failure conditions of any party shall be reported to the affected party where such party can be readily identified.

- 3.13 Efficient Use of Conduit. BellSouth shall install inner-ducts to increase duct space in existing conduit as facilities permit. The full complement of inner-ducts shall be installed that can be accommodated under sound engineering principles. The number of inner-ducts that can reasonably be installed will be determined by BellSouth, pursuant to sound engineering principles. At MCIIm's request, BellSouth shall allow MCIIm to install the inner-duct.
- 3.14 Each Party shall exercise precaution to avoid damaging the facilities of the other Party and of others attached to Pole(s), Anchor(s), or occupying a Conduit System and shall make an immediate report to the Owner of the occurrence of any such damage caused by the Party's employees, agents or contractors.

4. ADDITIONAL LEGAL REQUIREMENTS

- 4.1 Licenses granted under this Attachment authorize MCIIm to place facilities in, or attach facilities to, poles, conduits and ducts owned or controlled by BellSouth but do not affect the rights of landowners to control terms and conditions of access to their property.
- 4.1.1 MCIIm agrees that neither MCIIm nor any persons acting on MCIIm's behalf, including, but not limited to, MCIIm's employees, agents, contractors, and subcontractors, shall engage in any conduct which damages public or private property in the vicinity of BellSouth's poles or conduit system, interferes in any way with the use or enjoyment of public or private property except as expressly permitted by the owner of such property, or creates a hazard or nuisance on such property, including, but not limited to, a hazard or nuisance resulting from any abandonment or failure to remove MCIIm's facilities or any construction debris from the property, failure to erect warning signs or barricades as may be necessary to give notice to others of unsafe conditions on the premises while work performed on MCIIm's behalf is in progress, or failure to restore the property to a safe condition after such work has been completed.
- 4.2 Required Permits, Certificates and Licenses. MCIIm shall be responsible for obtaining any additional building permits or certificates from governmental authorities necessary to construct, operate, maintain and remove its facilities on public or private property.
- 4.2.1 MCIIm shall not attach or place its facilities to or in BellSouth's poles, conduit or duct located on any property for which it or BellSouth has not first obtained all required authorizations.
- 4.2.2 BellSouth shall have the right to request evidence that all appropriate authorizations have been obtained; provided, however, that such request shall not delay BellSouth's

prelicense survey work.

- 4.3 Lawful Purposes. All facilities placed by MCIIm in BellSouth's conduit and ducts or on BellSouth's poles, anchors or anchor/guy strands must serve a lawful purpose and the uses made of MCIIm's facilities must comply with all applicable federal, State, and local laws and with all federal, State, and local regulatory rules, regulations, and requirements.

5. FACILITIES AND LICENSES

- 5.1 Licenses Required. Before placing any facilities in BellSouth's conduits or ducts or attaching any facilities to BellSouth's poles, anchors or anchor/guy strands, MCIIm must first apply for and receive a written license from BellSouth. BellSouth shall not unreasonably deny or delay issuance of any license and, in any event, BellSouth shall issue such license within twenty (20) business days (a) after the determination has been made that make-ready work is not required, but no later than 45 days after BellSouth receives the application, which period shall exclude any time BellSouth is awaiting a response from MCIIm or (b) completion of make-ready work, if make-ready work is needed.

- 5.2 Provision of Records and Information to MCIIm. In order to obtain information regarding facilities, MCIIm shall make a written request to BellSouth, identifying with reasonable specificity the geographic area for which facilities are required, the types and quantities of the required facilities and the required in-service date. In response to such request, BellSouth shall provide MCIIm with information regarding the types, quantity and location (which may be provided by provision of route maps) and availability of BellSouth poles, conduit and right-of-way located within the geographic area specified by MCIIm. Provision of information under the terms of this Section 5.2 shall include the right of MCIIm employees or agents to inspect and copy engineering records or drawings which pertain to those facilities within the geographic area identified in MCIIm's request. Such inspection and copying shall be done at a time mutually agreed upon by the Parties in the place listed in Exhibit 1 of this Attachment. The costs of producing and mailing copies of records, which are to be paid by MCIIm, are on an individual case basis. The components which make up the total costs are actual:

- 1) Vendor costs based on the time spent researching reviewing and copying records (FL, GA, NC, SC only)
- 2) BellSouth employee costs based on the time spent reviewing vendor provided records (FL, GA, NC, SC only)
- 3) BellSouth employee costs based on the time spent researching, reviewing and copying records (AL, KY, LA, MS, TN only)
- 4) Copying costs
- 5) Shipping costs.

- 5.3 MCIIm acknowledges that records and information provided by BellSouth pursuant to this Section may not reflect field conditions and that physical inspection is necessary to verify presence and condition of outside plant facilities and right of way. In providing

such records and information, BellSouth will not be liable to MCIIm or any third party for errors/omissions contained therein, unless such errors/omissions are caused by the gross negligence or willful misconduct of BellSouth or its agents or employees.

- 5.4 For any information that is readily available, BellSouth shall use its best efforts to produce said information within five (5) business days {BellSouth language}-for requests to be viewed or picked up at record maintenance centers or twenty (20) business days (if mailed) of the written requests. MCIIm may elect to be present at any field based survey of facilities identified pursuant to this paragraph and BellSouth shall provide MCIIm at least forty-eight (48) hours' notice prior to initiating such field survey. MCIIm employees or agents shall be permitted to enter BellSouth manholes and inspect such structures to confirm usability and/or evaluate condition of the structure(s) with at least forty-eight (48) hours' notice to BellSouth, with a BellSouth representative present and at MCIIm's expense.
- 5.5 Issuance of Licenses When No Make-Ready Work is Required. If BellSouth determines that no make-ready work is required, BellSouth shall approve applications for pole attachment and conduit occupancy licenses and issue such licenses within twenty (20) business days after the determination has been made that no make-ready work is required but in no event later than 45 days after BellSouth receives the application, which period shall exclude any time BellSouth is awaiting a response from MCIIm.
- 5.6 Assignment of Conduit, Duct and Pole Space. Within twenty (20) business days after (a) the determination that make-ready work is not required but no later than 45 days after BellSouth receives the application, which period shall exclude any time BellSouth is awaiting a response from MCIIm or (b) after completion of make-ready work, if Make-Ready work is needed, BellSouth shall approve the assignment of space for pole attachment and conduit occupancy. If no make-ready work is required, such assignment shall include a granting of the license. If make-ready work is to be performed by BellSouth, such assignment shall remain in effect until make-ready costs are presented to MCIIm and approval by MCIIm pursuant to the time frames herein stated.
- 5.6.1 If MCIIm approves BellSouth's make ready costs, MCIIm shall have twelve (12) months from the date of assignment or sixty (60) days after completion of make-ready work by BellSouth, whichever time is later, to install its facilities. If MCIIm rejects BellSouth's costs for make-ready work, but then elects to perform the make-ready work itself or through a contractor or if MCIIm elects from the time of application to perform the make-ready work itself or through a contractor, MCIIm shall install its facilities within twelve (12) months from the date of assignment. In the event MCIIm does not install its facilities within the time frames set out in this Section 5.5.2, the assignment shall be void and such space shall become available.

6. MAKE-READY WORK

- 6.1 If performed by BellSouth, make-ready work to accommodate MCIIm's facilities shall be included in the normal work load schedule of BellSouth with construction

responsibilities in the geographic areas where the relevant poles or conduit systems are located and shall not be entitled to priority, advancement, or preference over other work to be performed by BellSouth in the ordinary course of BellSouth's business.

- 6.1.1 If MCIm desires make-ready work to be performed on an expedited basis and BellSouth agrees to perform the work on such a basis, BellSouth shall recalculate the estimated make-ready charges.
- 6.2 All charges for make-ready work performed by BellSouth are payable in advance, with the amount of any such advance payment to be due within sixty (60) days after receipt of an invoice from BellSouth. BellSouth shall send all invoices to MCIm via overnight courier. BellSouth will schedule make-ready work for completion in a nondiscriminatory manner on a first-come first-served basis at parity with BellSouth. BellSouth will begin the process of scheduling make-ready work within twenty (20) days of receipt of payment from
- 6.3 Work Performed by Certified Contractor. In lieu of obtaining performance of make-ready work by BellSouth, MCIm at its option may perform the make-ready work itself or arrange for the performance of such work by a contractor. The party performing the work must be certified by BellSouth to work on or in its facilities. Certification shall be granted based upon reasonable and customary criteria employed by BellSouth in the selection of its own contract labor in accordance with FCC rules and regulations. Notwithstanding any other provisions of this Attachment, MCIm may not employ a contractor to accomplish make-ready work if BellSouth is likewise precluded from contractor selection under the terms of an applicable joint use agreement or collective bargaining agreement.
- 6.4 Completion of make-ready work. BellSouth will issue a license to MCIm at the time all make-ready work necessary to MCIm's attachment or occupancy has been completed.

7. APPLICATION FORM AND FEES

- 7.1 Application Form and Fees. To apply for a license under this Attachment, MCIm shall submit the appropriate BellSouth administrative form(s), per Exhibit 2, (two (2) sets of each and either a route map specifically indicating MCIm desired route or engineered drawings are to be included). MCIm has the option of requesting copies of BellSouth records only, requesting a records and/or field survey to determine availability, or requesting a make-ready estimate. Before the Application and Conduit Occupancy License or Application and Pole Attachment License form is approved for the attachment, make ready work must be complete or a records or field survey has determined that make ready work is not required. MCIm shall submit with MCIm's license application a proposed or estimated construction schedule as set forth below in Section 7.1.2. BellSouth will process license applications in the order in which they are received; provided, however, that when MCIm has multiple applications on file with BellSouth, MCIm may designate its desired priority of completion of prelicense surveys and make-ready work with respect to all such applications.

- 7.1.1 Each application for a license under this Attachment shall specify the proposed route of MCIm's facilities and identify the conduits and ducts or poles and pole facilities along the proposed route in which MCIm desires to place or attach its facilities, and describe the physical size, weight and jacket material of the cable which MCIm desires to place in each conduit or duct or the number and type of cables, apparatus enclosures and other facilities which MCIm desires to attach to each pole.
- 7.1.2 Each application for a license under this Attachment shall be accompanied by a proposed (or estimated) construction schedule containing the information specified below in Section 7 herein, and an indication of whether MCIm will, at its option, perform its own make-ready work.
- 7.2 Multiple Cables, Multiple Services, Lashing or Placing Additional Cables, and Replacement of Facilities. MCIm may include multiple cables in a single license application and multiple services (e.g., CATV and non-CATV services) may be provided by MCIm in the same cable sheath. MCIm's lashing additional cable to existing facilities of MCIm and placing additional cables in conduits or ducts already occupied by MCIm's facilities shall be permitted, and no additional fees will be applied unless otherwise specifically allowed by law; provided, however, that if MCIm desires to lash additional cable to existing facilities or place additional cables in conduits or ducts which are already occupied, or to replace existing facilities with new facilities substantially different from those described in licenses in effect, MCIm must apply for and acquire a new license specifically describing the physical size, weight and jacket material of the cable to be placed in BellSouth's conduits and ducts or the physical size, weight, and jacket type of cables and the size and weight of apparatus enclosures and other facilities to be attached to BellSouth's poles.
- 7.3 Single Point of Contact. Each Party hereby designates the employees named below as its single point of contact for any and all purposes of this Attachment, including, but not limited to, processing licenses and applications and providing records and information. Each Party may at any time designate a new point of contact by giving written notice of such change.

| | | | | |
|------------------------------------|--|--|--|--------------------------|
| | | Notices | | Billing Address |
| <i>To Licensee as follows:</i> | | | | |
| Contact | | | | |
| Title | | Associate Council | | Contracts Administration |
| Company | | MCIIm | | MCIIm |
| Address | | | | |
| Address | | 2400 North Glenville Drive | | 2270 Lakeside Blvd. |
| City, State, and Zip Code | | Richardson Texas 75082 | | Richardson, Texas 75082 |
| Telephone | | 972-729-6751 | | 927-656-1397 |
| Facsimile | | 972-729-6927 | | 927-656-5888 |
| | | ATTN: LPP Network & Facilities | | |
| with a copy to: | | Senior Manager Route Contracts Management (Fax No. 927-656-5888) | | |
| | | 2270 Lakeside Blvd., Richardson, Texas 75082 | | |
| | | | | |
| <i>and to Licensor as follows:</i> | | | | |
| Contact | | Arthur B. Williams | | |
| Title | | Manager | | |
| Company | | BellSouth Telecommunications, Inc. | | |
| Address | | North W3D2 | | |
| Address | | 3535 Colonnade Parkway | | |
| City, State, and Zip Code | | Birmingham, AL 35243 | | |
| Telephone | | (205) 977-5068 | | |
| Facsimile | | (205) 977-7997 | | |

8. Processing Of Applications (Including Prelicense Surveys And Field Inspections)

8.1 MCIIm's Priorities. When MCIIm has multiple applications on file with BellSouth, MCIIm shall designate its desired priority of completion of prelicense surveys and make-ready work with respect to all such applications.

8.2 Pre-license Survey. After MCIIm has submitted its written application for a license, a pre-license survey (including a field inspection) will be performed by either Party, in the company of a representative of the other Party, as mutually agreed, to determine whether BellSouth's poles, anchors and anchor/guy strands, or conduit system, in their present condition, can accommodate MCIIm's facilities, without substantially interfering with the ability of BellSouth or any other authorized person or entity to use or access the pole, anchor or anchor/guy strand or any portion of BellSouth's conduit system or facilities attached to BellSouth's pole or placed within or connected to BellSouth's conduit system. If MCIIm gives its prior written consent in writing, the determination of duct availability may include the "rodding" of ducts at MCIIm's expense.

If pre-license survey is to be conducted by BellSouth, BellSouth will provide MCIIm with a cost, based on its review of MCIIm's application request, to perform the pre-license survey. All charges for pre-license work performed by BellSouth are payable in advance, with the amount of any such advance payment to be due within sixty (60) days after receipt of an invoice from BellSouth. Upon receipt of Licensee's payment of pre-license survey costs, BellSouth will schedule the survey for completion in a nondiscriminatory manner on a first-come first-served basis at parity with BellSouth.

8.2.1 The purpose of the prelicense survey is to determine whether space is available for MCIIm's proposed attachments or whether MCIIm's proposed attachments to BellSouth's poles or occupancy of BellSouth's conduit and ducts will substantially interfere with use of BellSouth's facilities by BellSouth and others with facilities occupying, connected or attached to BellSouth's pole or conduit system, and to provide information to MCIIm for its determination of whether the pole, anchor, anchor/guy strand, conduit, duct, or right-of-way is suitable for its use.

8.2.2 Based on information provided by BellSouth, MCIIm shall determine whether BellSouth's pole, anchor, anchor/guy strand, conduit and duct facilities are suitable to meet MCIIm's needs.

8.2.3 BellSouth may not unreasonably refuse to continue to process an application based on BellSouth's determination that MCIIm's proposed use of BellSouth's facilities will not be in compliance with applicable requirements, specifications, rules, regulations, ordinances, and laws. MCIIm shall be responsible for making its own, independent determination that its use of such facilities will be in compliance with such requirements, specifications, rules, regulations, ordinances and laws. MCIIm acknowledges that BellSouth is not explicitly or implicitly warranting to MCIIm that MCIIm's proposed use of BellSouth's facilities will be in compliance with applicable requirements, specifications, rules, regulations, ordinances, and laws.

- 8.3 Administrative Processing. The administrative processing portion of the prelicense survey (which includes, without limitation, processing the application, preparing make-ready work orders, notifying joint users and other persons and entities of work requirements and schedules, coordinating the relocation/rearrangement of BellSouth and/or other licensed facilities) will be performed by BellSouth at MCIIm's expense. Anything to the contrary herein notwithstanding, BellSouth shall bear no responsibility for the relocation, rearrangement or removal of facilities used for the transmission or distribution of electric power.

9. ISSUANCE OF LICENSES

- 9.1 Obligation to Issue Licenses. BellSouth shall issue a license to MCIIm pursuant to this Section 9. BellSouth and MCIIm acknowledge that each application for a license shall be evaluated on an individual basis. Nothing contained in this Attachment shall be construed as abridging any independent pole attachment rights or conduit or duct access rights which MCIIm may have under the provisions of any applicable federal or State laws or regulations governing access to BellSouth's poles, conduits and ducts. Each license issued hereunder shall be for an indefinite term, subject to MCIIm's compliance with the provisions applicable to such license and further subject to MCIIm's right to terminate such license at any time for any reason upon at least thirty (30) days' prior written notice.

- 9.1.1 Issuance of Licenses When No Make-Ready Work is Required. Moved to 5.5.1.

- 9.2 Multiple Applications. MCIIm acknowledges that multiple parties, including BellSouth, may seek to place their facilities in BellSouth's conduit and ducts at or about the same time, that the make-ready work required to prepare BellSouth's facilities to accommodate multiple applicants may differ from the make-ready work required to accommodate a single applicant, that issues relating to the proper apportionment of costs arise in multi-applicant situations that do not arise in single-applicant situations, and that cooperation and negotiations between all applicants and BellSouth may be necessary to resolve disputes involving multiple applications for permission to place facilities in/on the same pole, conduit, duct, or right-of-way.

- 9.2.1 All applications will be processed on a first-come, first served basis.

- 9.3 Agreement to Pay for All Make-Ready Work Completed. MCIIm's submission of written authorization for make-ready work shall also constitute MCIIm's agreement to pay additional cost-based charges, if any, for completed make-ready work.

- 9.4 Payments to Others for Expenses Incurred in Transferring or Arranging Their Facilities. MCIIm shall make arrangements with the owners of other facilities located in or connected to BellSouth's conduit system or attached to BellSouth's poles, anchors or anchor/guy strands regarding reimbursement for any expenses incurred by them in transferring or rearranging their facilities to accommodate the placement or attachment of MCIIm's facilities in or to BellSouth's structures.

- 9.5 All charges for make-ready work performed by BellSouth are payable in

advance, with the amount of any such advance payment to be due within sixty (60) days after receipt of an invoice from BellSouth. BellSouth shall send all invoices to MCIIm via overnight courier. BellSouth will schedule make-ready work for completion in a nondiscriminatory manner on a first come first served basis at parity with BellSouth. BellSouth will begin the process of scheduling make-ready work within twenty (20) days of receipt of payment from MCIIm.

9.6 License. When MCIIm's application for a pole attachment or conduit occupancy license is approved, and all required make-ready work completed, BellSouth will execute and return a signed authorization to MCIIm, as appropriate, authorizing MCIIm to attach or place the specified facilities on BellSouth's poles or in BellSouth's conduit or ducts.

9.6.1 Each license issued under this Attachment shall authorize MCIIm to attach to BellSouth's poles or place or maintain in BellSouth's conduit or ducts only those facilities specifically described in the license, and no others.

9.6.2 Except as expressly stated to the contrary in individual licenses issued hereunder, each license issued pursuant to this Attachment shall incorporate all terms and conditions of this Attachment whether or not such terms or conditions are expressly incorporated by reference on the face of the license itself. In the event of a conflict between the provisions of such license and this Attachment, the provisions of this Attachment shall control.

10. CONSTRUCTION OF MCIIm's FACILITIES

10.1 Construction Schedule. MCIIm shall submit with MCIIm's license application a proposed or estimated construction schedule. Promptly after the issuance of a license permitting MCIIm to attach facilities to BellSouth's poles or place facilities in BellSouth's conduit or ducts, MCIIm shall provide BellSouth with an updated construction schedule and shall thereafter keep BellSouth informed of significant anticipated changes in the construction schedule. Construction schedules required by this Attachment shall include, at a minimum, the following information:

10.1.1 The name, title, business address, and business telephone number of the manager responsible for construction of the facilities;

10.1.2 The names of each contractor and subcontractor which will be involved in the construction activities;

10.1.3 The estimated dates when construction will begin and end; and

10.1.4 The approximate dates when MCIIm or persons acting on MCIIm's behalf will be performing construction work in connection with the placement of MCIIm's facilities in BellSouth's conduit or ducts.

10.2 Additional Pre-construction Procedures for Facilities Placed in Conduit System. The following procedures shall apply before MCIIm places facilities in BellSouth's conduit system:

10.2.1 MCIIm shall give written notice of the type of facilities which are to be placed; and;

- 10.2.2 BellSouth shall designate the particular duct or ducts or inner ducts (if available) to be occupied by MCIIm's facilities, the location and the manner in which MCIIm's facilities will enter and exit BellSouth's conduit system, and the specific location and manner of installation of any associated equipment which is permitted by BellSouth to occupy the conduit system. MCIIm may not occupy a duct other than the specified duct without the express written consent of BellSouth. BellSouth shall provide to MCIIm space in manholes for racking and storage of up to fifty (50) feet of cable, provided space is available.
- 10.3 BellSouth Not Responsible for Constructing or Placing Facilities. BellSouth shall have no obligation under this Attachment to construct any facilities for MCIIm or to attach MCIIm's facilities to, or place MCIIm's facilities in, BellSouth's poles or conduit system, except as may be necessary to facilitate the interconnection of unbundled network elements or except to the extent expressly provided under this Attachment, any license issued hereunder, or by the Telecommunications Act of 1996 or any applicable law.
- 10.4 MCIIm Responsible for Constructing, Attaching and Placing Facilities. Except where otherwise mutually agreed by MCIIm and BellSouth, MCIIm shall be responsible for constructing its own facilities and attaching those facilities to, or placing them in BellSouth's poles, conduit or ducts, at MCIIm's sole cost and expense. MCIIm shall be solely responsible for paying all persons and entities who provide materials, labor, access to real or personal property, or other goods or services in connection with the construction and placement of MCIIm's facilities and for directing the activities of all persons acting on MCIIm's behalf while they are physically present on BellSouth's pole, in any part of BellSouth's conduit system or in the vicinity of BellSouth's poles or conduit system.
- 10.5 Compliance with Applicable Standards, Health and Safety Requirements, and Other Legal Requirements. MCIIm shall construct its facilities in accordance with the provisions of this Attachment and all licenses issued hereunder.
- 10.5.1 Intentionally left blank.
- 10.5.2 Intentionally left blank.
- 10.5.3 MCIIm shall not permit any person acting on MCIIm's behalf to perform any work on BellSouth's poles or within BellSouth's conduit system without first verifying, to the extent practicable, on each date when such work is to be performed, that the condition of the pole or conduit system is suitable for the work to be performed. If MCIIm or any person working on MCIIm's behalf determines that the condition of the pole or conduit system is not suitable for the work to be performed, MCIIm shall notify BellSouth of the condition of the pole or conduit system in question and shall not proceed with construction activities until MCIIm is satisfied that the work can be safely performed.
- 10.6 Construction Notices. If requested to do so, MCIIm shall provide BellSouth with information to reasonably assure BellSouth that construction has been performed in accordance with all applicable standards and requirements.

- 10.7 Intentionally left blank.
- 10.8 Manhole and Conduit Break-Outs. MCIIm shall be permitted to add conduit ports to BellSouth manholes when existing conduits do not provide the pathway connectivity needed by MCIIm, provided the structural integrity of the manhole is maintained, and sound engineering judgment is employed.
- 10.9 Completion of Licensee Construction. For each Licensee Attachment to or occupancy within BellSouth facilities, Licensee will provide to BellSouth's single-point of contact within sixty (60) days of Licensee construction-complete date) a complete set of actual placement drawings for posting to BellSouth records.

11. USE AND ROUTINE MAINTENANCE OF MCIIm's FACILITIES

- 11.1 Use of MCIIm's Facilities. Each license granted under this Attachment authorizes MCIIm to have access to MCIIm's facilities on or in BellSouth's poles, conduits and ducts as needed for the purpose of serving MCIIm's customers, including, but not limited to, powering electronics, monitoring facilities, or transporting signaling.
- 11.2 Routine Maintenance of MCIIm's Facilities. Each license granted under this Attachment authorizes MCIIm to engage in routine maintenance of MCIIm's facilities located on or in BellSouth's poles, conduits, ducts and rights-of-way pursuant to such license. MCIIm shall give reasonable notice to the affected public authority or private landowner, as appropriate, before commencing the construction or installation of its attachments or making any material alterations thereto. MCIIm shall give reasonable notice to BellSouth before performing any work, whether or not of a routine nature, in BellSouth's conduit system.
- 11.3 MCIIm Responsible for Maintenance of MCIIm's Facilities. MCIIm shall maintain its facilities in accordance with the provisions of this Attachment, including, but not limited to, all requirements set forth above in this agreement herein, and all licenses issued hereunder. MCIIm shall be solely responsible for paying all persons and entities who provide materials, labor, access to real or personal property, or other goods or services in connection with the maintenance of MCIIm's facilities and for directing the activities of all persons acting on MCIIm's behalf while they are physically present on BellSouth's poles, within BellSouth's conduit system or in the immediate vicinity of such poles or conduit system.
- 11.4 BellSouth Not Responsible for Maintaining MCIIm's Facilities. BellSouth shall have no obligation to maintain any facilities which MCIIm has attached or connected to, or placed in, BellSouth's poles, conduits, ducts or any portion of BellSouth's conduit system, except to the extent expressly provided by the provisions of this Attachment or any license issued hereunder, or by the Act or other applicable federal, State, or local laws, rules or regulations.
- 11.5 Information Concerning the Maintenance of MCIIm's Facilities. Promptly after the issuance of a license permitting MCIIm to attach facilities to, or place facilities in BellSouth's poles, conduits or ducts, MCIIm shall provide BellSouth with the name, title, business address, and business telephone number of the manager responsible for

routine maintenance of MCIIm's facilities, and shall thereafter notify BellSouth of changes to such information. The manager responsible for routine maintenance of MCIIm's facilities shall, on BellSouth's request, identify any contractor, subcontractor, or other person performing maintenance activities on MCIIm's behalf at a specified site and shall, on BellSouth's request, provide such additional documentation relating to the maintenance of MCIIm's facilities as reasonably necessary to demonstrate that MCIIm and all persons acting on MCIIm's behalf are complying with the requirements of this Attachment and licenses issued hereunder.

- 11.6 Identification of Personnel Authorized to Have Access to MCIIm's Facilities. All personnel authorized to have access to MCIIm's facilities shall, while working on BellSouth's poles, in its conduit system or ducts or in the vicinity of such poles, ducts or conduit systems, carry with them suitable identification and shall, upon the request of any BellSouth employee, produce such identification.

12. MODIFICATION AND REPLACEMENT OF MCIIm's FACILITIES

- 12.1 Notification of Planned Modification or Replacement of Facilities. MCIIm shall, when practicable, notify BellSouth in writing at least sixty (60) days before adding to, relocating, replacing or otherwise modifying its facilities attached to a BellSouth pole, anchor or anchor/guy strand or located in any BellSouth conduit or duct. The notice shall contain sufficient information to enable BellSouth to determine whether the proposed addition, relocation, replacement, or modification is permitted under MCIIm's present license or requires a new or amended license.
- 12.2 New or Amended License Required. A new or amended license will be required if the proposed addition, relocation, replacement, or modification:
- 12.2.1 Requires that MCIIm use additional space on BellSouth's poles or in its conduits or ducts, including, but not limited to, any additional ducts, inner-ducts, or substantial space in any handhole or manhole, on either a temporary or permanent basis; or
- 12.2.2 Results in the size or location of MCIIm's facilities on BellSouth's poles or in its conduit or ducts being appreciably different from those described and authorized in MCIIm's then existing license (e.g., different duct or size increase causing a need to re-calculate storm loadings, guying, or pole class).

13. REARRANGEMENT OF FACILITIES AT THE REQUEST OF ANOTHER

- 13.1 Make-Ready Work at the Request of MCIIm. If, prior to the issuance of a license, MCIIm determines that any pole, anchor, anchor/guy strand, conduit or duct is inadequate to accommodate MCIIm's proposed pole attachment or conduit occupancy or that it will be necessary or desirable for BellSouth or any other person or entity to rearrange existing facilities or structures to accommodate MCIIm, MCIIm shall promptly advise BellSouth of the make-ready work it believes necessary to enable the accommodation of MCIIm's facilities.
- 13.1.1 BellSouth shall determine, in the exercise of sound engineering judgment, whether or not such make-ready work is necessary or possible. In determining whether make-

- ready work is necessary, BellSouth shall endeavor to minimize its costs. If it is determined that such make-ready work is required, within twenty (20) business days of such determination, BellSouth shall provide MCIm with the estimated costs for make-ready work and a make-ready due date.
- 13.1.2 MCIm shall be solely responsible for negotiating with persons or entities other than BellSouth for the rearrangement of such persons' or entities' facilities or structures and, except where such rearrangement is for the benefit of BellSouth and/or other licensees as well as MCIm, shall be solely responsible for paying all charges attributable to the rearrangement of such facilities; provided, however, that if facilities rearrangements require new licenses from BellSouth, BellSouth shall issue such licenses in conjunction with the issuance of the applied-for license to MCIm.
- 13.2 Rearrangement of MCIm's Facilities at BellSouth's or Another Entity's Request. MCIm acknowledges that, from time to time, it may be necessary or desirable for BellSouth to change out poles, relocate, reconstruct, or modify portions of its conduit system or rearrange facilities contained therein or connected thereto and that such changes may be necessitated by BellSouth's business needs or by an authorized application or license of another entity seeking access to BellSouth's poles, conduit systems, ducts and/or rights-of-way. MCIm agrees that MCIm will, upon BellSouth's request, and at BellSouth's expense, but at no cost to MCIm, participate with BellSouth and other licensees in the relocation, reconstruction, or modification of BellSouth's conduit system or facilities rearrangement. MCIm acknowledges that, from time to time, it may be necessary or desirable for BellSouth to change out poles, relocate, reconstruct, or modify portions of its conduit system or rearrange facilities contained therein or connected thereto as a result of an order by a municipality or other governmental authority. MCIm shall, upon BellSouth's request, participate with BellSouth and other licensees in the relocation, reconstruction, or modification of BellSouth's conduit system or facilities rearrangement and pay its proportionate share of any costs of such relocation, reconstruction, or modification that are not reimbursed by such municipality or governmental authority.
- 13.2.1 MCIm shall make all rearrangements of its facilities within such period of time as is jointly deemed reasonable by the Parties based on the amount of rearrangements necessary and a desire to minimize chances for service interruption or facility-based service denial to an MCIm customer.
- 13.2.2 If MCIm fails to make the required rearrangements within the time prescribed or within such extended periods of time as may be granted by BellSouth in writing, BellSouth may perform such rearrangements with written notice to MCIm, and MCIm shall reimburse BellSouth for actual costs and expenses incurred by BellSouth in connection with the rearrangement of MCIm's facilities; provided, however, that nothing contained in this Attachment or any license issued hereunder shall be construed as requiring MCIm to bear any expenses which, under the Act or other applicable federal or State laws, rules or regulations, are to be allocated to persons or entities other than MCIm; and provided further, however, that MCIm shall have no responsibility for rearrangement costs and expenses relating to rearrangements performed for the purpose of meeting BellSouth's business needs or the business needs

of any other licensee/joint user.

- 13.2.3 MCIIm will not be required to bear any of the costs of rearranging or replacing its facilities, if such rearrangement or replacement is required as a result of an additional attachment or the modification of an existing attachment sought by any entity other than MCIIm, including BellSouth.

14. EMERGENCY REPAIRS AND POLE REPLACEMENTS

- 14.1 MCIIm Responsible for Emergency Repairs to its Own Facilities. In general, MCIIm shall be responsible for making emergency repairs to its own facilities and for formulating appropriate plans and practices which will enable it to make such emergency repairs. BellSouth shall be under no obligation to perform any repair or service restoration work of any kind with respect to MCIIm's facilities.
- 14.2 In the event of an emergency, restoration procedures may be affected by the presence of MCIIm facilities in or on BellSouth structures. While BellSouth maintains no responsibility for the repair of damaged MCIIm facilities, it must nonetheless control access to structures if restoration of affected facilities is to be achieved in an orderly fashion.
- 14.3 When an emergency situation arises which necessitates Carrier access to a manhole, MCIIm should call BellSouth's Access Customer Advocate Center (ACAC) or the Unbundled Network Element (UNE) Center. BellSouth will then arrange for access with on-call maintenance field personnel during the emergency situation. (A list of contact telephone numbers is available to MCIIm for this purpose; MCIIm can obtain this information from MCIIm's account manager).
- 14.4 If only MCIIm owned facilities are affected, BellSouth shall use best efforts to respond within four (4) hours of MCIIm's call requesting BellSouth personnel to be present at site of emergency. MCIIm will perform emergency repair under the direction of BellSouth employee(s) or representative available, at MCIIm's sole cost and expense. Should BellSouth not respond in agreed upon time frame, MCIIm will have the right to proceed with the emergency repair without BellSouth employee(s) present.

15. INSPECTION BY BELL SOUTH OF MCIIm's FACILITIES

- 15.1 BellSouth's Right to Make Periodic or Spot Inspections. BellSouth shall have the right to make periodic or spot inspections at any time of any part of MCIIm's facilities attached to BellSouth's poles, anchors or anchor/guy strands or occupying any BellSouth conduit or duct for the limited purpose of determining whether MCIIm's facilities are in compliance with the terms of this Attachment and licenses granted hereunder; provided that such inspections must be non-invasive (e.g., no splice cases may be opened).
- 15.1.1 BellSouth will give MCIIm advance written notice of such inspections, and MCIIm shall have the right to have a representative attend such inspections, except in those instances where safety considerations justify the need for such inspection without the delay of waiting until written notice has been forwarded to MCIIm.

15.1.2 Such inspections shall be conducted at BellSouth's expense; provided, however, that MCIm shall bear the cost of inspections as delineated in Section 3.12.

15.2 No Duty to MCIm. Neither the act of inspection by BellSouth of MCIm's facilities nor any failure to inspect such facilities shall operate to impose on BellSouth any liability of any kind whatsoever or to relieve MCIm of any responsibility, obligations or liability under this Attachment or otherwise existing.

16. NOTICE OF NONCOMPLIANCE

16.1 Notice of Noncompliance. If, at any time, BellSouth determines that MCIm's facilities or any part thereof have not been placed or maintained or are not being used in accordance with the requirements of this Attachment, BellSouth may send written notice to MCIm specifying the alleged noncompliance. MCIm agrees to acknowledge receipt of the notice as soon as practicable. If MCIm does not dispute BellSouth's assertion that such facilities are not in compliance, MCIm agrees to provide BellSouth with a schedule for bringing such facilities into compliance, to bring the facilities into compliance within a reasonable time, and to notify BellSouth in writing when the facilities have been brought into compliance.

16.2 Disputes over Alleged Noncompliance. If MCIm disputes BellSouth's assertion that MCIm's facilities are not in compliance, MCIm shall notify BellSouth in writing of the basis for MCIm's assertion that its facilities are in compliance.

16.3 Failure to Bring Facilities into Compliance. If MCIm has not brought the facilities into compliance within a reasonable time or provided BellSouth with proof sufficient to persuade BellSouth that BellSouth erred in asserting that the facilities were not in compliance, and if BellSouth determines in good faith that the alleged noncompliance causes or is likely to cause material damage to BellSouth's facilities or those of others users, BellSouth may, at its option and MCIm's expense, take such non-service affecting steps as may be required to bring MCIm's facilities into compliance, including but not limited to correcting any conditions which do not meet the specifications of this Attachment.

16.4 Correction of Conditions by BellSouth. If BellSouth elects to bring MCIm's facilities into compliance, the provisions of this Attachment shall apply.

16.4.1 BellSouth will, whenever practicable, notify MCIm in writing before performing such work. The written notice shall describe the nature of the work to be performed and BellSouth's schedule for performing the work.

16.4.2 If MCIm's facilities have become detached or partially detached from supporting racks or wall supports located within a BellSouth manhole, BellSouth may, at MCIm's expense, reattach them but shall not be obligated to do so. If BellSouth does not reattach MCIm's facilities, BellSouth shall endeavor to arrange with MCIm for the reattachment of any facilities affected.

16.4.3 BellSouth shall, as soon as practicable after performing the work, advise MCIm in writing of the work performed or action taken. Upon receiving such notice, MCIm shall inspect the facilities and take such steps as MCIm may deem necessary to insure

that the facilities meet MCIIm's performance requirements.

- 16.5 **MCIIm to Bear Expenses.** MCIIm shall bear all expenses arising out of or in connection with any work performed to bring MCIIm's facilities into compliance with the requirements of this Attachment; provided, however that nothing contained in this Attachment or any license issued hereunder shall be construed as requiring MCIIm to bear any expenses which, under applicable federal or State laws, rules or regulations, must be borne by persons or entities other than MCIIm.

17. UNAUTHORIZED OCCUPANCY OR UTILIZATION OF BELL SOUTH'S FACILITIES

- 17.1 **Licensing or Removal of Unauthorized Attachments.** If any of MCIIm's facilities shall be found attached to pole(s) or occupying conduit systems for which no license is outstanding, BellSouth, without prejudice to its other rights or remedies under this Agreement, including termination of licenses, may impose a charge and require MCIIm to submit in writing, within thirty (30) days after receipt of written notification from BellSouth of the unauthorized attachment or conduit occupancy, a pole attachment or conduit occupancy license application. If such application is not received by BellSouth within the specified time period, MCIIm may be required at BellSouth's option to remove its unauthorized attachment or occupancy within sixty (60) days of the final date for submitting the required application, or BellSouth may at the end of such sixty (60) day period, at BellSouth's option remove MCIIm's facilities without liability, and the expense of such removal shall be borne by MCIIm. Charges for any such unauthorized occupancy shall be equal to the applicable license fees and charges which would have been payable from and after the date such facilities were first placed on BellSouth's poles or in BellSouth's conduit system, if MCIIm provides reasonable documentation of such placement. If MCIIm is unable to provide such reasonable documentation the matter may be submitted to the Dispute Resolution Procedures set forth in Part A of this Agreement.
- 17.1.1 Nothing contained in the Agreement or any license issued hereunder shall be construed as requiring MCIIm to bear any expenses which, under applicable federal or State laws or regulations, must be borne by persons or entities other than MCIIm.
- 17.2 **Prompt Payment of Applicable Fees and Charges.** Fees and charges for unauthorized pole attachments and conduit system occupancies, as specified in this Agreement, shall be due and payable within thirty (30) days of receipt by MCIIm of an itemized invoice therefor.
- 17.3 **No Implied Waiver or Ratification of Unauthorized Use.** No act or failure to act by BellSouth with regard to said unlicensed use shall be deemed as a ratification of the unlicensed use; and if any license should be subsequently issued, said license shall not operate retroactively or constitute a waiver by BellSouth of any of its rights or privileges under this Attachment or otherwise; provided, however, that MCIIm shall be subject to all liabilities, obligations and responsibilities of this Attachment with respect to such unauthorized use from its inception.

18. REMOVAL OF MCIIm's FACILITIES

- 18.1 Pole Attachments. MCIIm, at its expense, will remove its attachments from any of BellSouth's poles within thirty (30) days after termination of the license covering such attachments. If MCIIm fails to remove its attachments within such thirty (30) day period, BellSouth shall have the right to remove such attachments at MCIIm's expense and without any liability on the part of BellSouth for damage or injury to MCIIm's attachments unless caused by the negligence or intentional misconduct of BellSouth.
- 18.2 Conduit Occupancy. MCIIm, at its expense, will remove its communications facilities from any BellSouth conduit system within sixty (60) days after:
- 18.2.1 Termination of the license covering such conduit occupancy; or
- 18.2.2 The date MCIIm replaces its existing facilities in one duct with substitute facilities in another duct.
- 18.2.3 If MCIIm fails to remove its facilities within the specified period, BellSouth shall have the right to remove such facilities at MCIIm's expense and without any liability on the part of BellSouth for damage or injury to such facilities unless caused by the negligence or intentional misconduct of BellSouth.
- 18.3 Continuing Responsibility for Fees and Charges. MCIIm shall remain liable for and pay to BellSouth all applicable fees and charges, if any, pursuant to provisions of this Agreement until all of MCIIm's facilities are physically removed from BellSouth's poles or conduit system.

19. FEES, CHARGES, AND BILLING

- 19.1 License Charges. MCIIm agrees to pay charges in Attachment 1. These rates will be recalculated during the term of this Agreement in accordance with the Telecommunications Act of 1996 and applicable FCC or State Commission rules and regulations. License charges commence on the first day of the calendar month following the date a license is issued. Such charges cease as of the final day of the calendar month preceding the month in which the attachment or occupancy is physically removed or the utilization is discontinued. A one-month minimum charge is applicable to all licenses. Such current-year charges are normally billed on or near July 1 of each year; annual billing is for the period January 1 through December 31 (six (6) months in arrears and six (6) months in advance) and to include true-up for actual billing for previous year's advance billing for period July 1 through December 31.
- 19.2 Computation of Charges. Attachment and occupancy rates shall be applied to the number of pole(s) and duct feet of conduit for which licenses have been issued before December 1 of each calendar year. Charges for attachment(s) and occupancy which commenced during the preceding twelve (12) month period will be prorated accordingly.

EXHIBIT 1

BellSouth Records Maintenance Centers

For **Alabama** plant and right of way records:

Records Maintenance Center
S04
1876 Data Drive
Birmingham, AL 35244

For **Kentucky** plant and right of way records:

Records Maintenance Center
Room 2-SW
601 W. Chestnut Street
Louisville, KY 40203

For **Louisiana** plant and right of way records:

Records Maintenance Center
2nd Floor North
6767 Bundy Road
New Orleans, LA 70140

For **Mississippi** plant and right of way records:

Records Maintenance Center
5723 Hwy. 18 S
Jackson, MS 39209

For **Tennessee** plant and right of way records:

Records Maintenance Center
Room 9 B 15
333 Commerce Street
Nashville, TN 37201

For **Georgia, Florida, North Carolina, and South Carolina:**

Plant Records

Records Maintenance Center
5228 Central Avenue
Charlotte, NC 28212

Right of Way Records

Regional Landbase Admin. Center
Attn.: Right of Way Records
16 GG 1 BST
301 W. Bay Street
Jacksonville, FL 32201

EXHIBIT 2**BELLSOUTH ADMINISTRATIVE FORMS AND NOTICES**

This Exhibit 2 lists the types of administrative forms to be utilized in connection with this Agreement.

| Type | Form Description | Form Number |
|---------------------|--|-------------|
| General | | |
| | Inquiry Request | GN-1 |
| | Records Review Request | GN-2 |
| | Pre-License Survey Request | GN-3 |
| | Make-Ready Estimate Request | GN-4 |
| | Building Space License Agreement for Shared Owner-Provided Access | GN-5 |
| | CLEC Request to Complete Investigation of Facilities | GN-6 |
| Poles | | |
| | Application and Pole Attachment License | PL-1 |
| | Pole Survey Form | PL-2 |
| | Itemized Estimate | PL-3 |
| | Notification of Surrender or Modification of Pole Attachment License | PL-4 |
| Conduit | | |
| | Application and Conduit Occupancy License | CN-1 |
| | Conduit System Diagram | CN-2 |
| | Conduit System - Manhole Detail | CN-3 |
| | Cable to Occupy Conduit | CN-4 |
| | Equipment Housings to be Placed in Manholes | CN-5 |
| | Conduit Make-Ready Work & Charges | CN-6 |
| | Notification of Surrender or Modification of Conduit Occupancy License | CN-7 |
| | Request for Entry into Manhole(s) and/or Vaults | CN-8 |
| | Request to "Rod" and/or Clearing of Ducts | CN-9 |
| | Request to Core Bore and/or Modify Manhole(s) | CN-10 |
| | Spare and/or Emergency Reservation | CN-11 |
| Right of Way | | |
| | Application and Right of Way Occupancy License | RW-1 |
| Notification | | |
| | Construction Performed and/or Completed | NT-1 |
| | Lashing to Third Party Facilities | NT-2 |
| | Dispute of Make-Ready Charges | NT-3 |
| | Change in Priority for Processing Applications | NT-4 |
| | Change of SPOC | NT-5 |
| | Maintenance Manager | NT-6 |
| | Inspection and Compliance | NT-7 |
| | Unsafe Conditions | NT-8 |
| | Dispute of Compliance | NT-9 |
| | Facilities Brought into Compliance | NT-10 |
| | BellSouth Notifications | NT-11 |
| | Licensee Notifications | NT-12 |
| | Consent of Licensor | NT-13 |

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ATTACHMENT 7**NUMBER PORTABILITY*****Section 1. BellSouth Provision of Number Portability***

1.1 Each Party shall provide, upon the other Party's request, Local Number Portability (LNP) and Interim Number Portability (INP) in accordance with applicable law and the terms of this Agreement. The Parties shall provide LNP in accordance with Section 3 of this Attachment. Until such time as LNP is deployed for a specific service area, the Parties shall provide INP pursuant to Section 2 of this Attachment. Consistent with the requirements to move to LNP, INP will be available until such permanent solution is implemented in an end office. In connection with all methods of moving End Users' telephone numbers from one Party's switch to the other Party's switch, the Parties will use reasonable efforts to minimize impairment of functionality, quality, reliability and convenience to End Users.

1.2 Cost Recovery for INP. Each Party shall bear its own costs to develop INP features, but charges for using INP features may be imposed in accordance with the provisions of Attachment 1.

1.3 Cost Recovery for LNP. The Parties shall comply with any and all Applicable Law regarding the ability to charge for the requests for or provision of LNP. Pursuant to the FCC rules and regulations regarding LNP, each Party shall bear its own costs in connection with requests for and provision of LNP.

1.4 End User Line Charge. Recovery of charges associated with implementing Number Portability through a monthly charge assessed to end users has been authorized by the FCC. This end user line charge will be as filed in BellSouth FCC No. 1 and will be billed to MCIm only where MCIm is a subscriber to local switching or where MCIm is a reseller of BellSouth telecommunications services. This charge will not be discounted.

Section 2. Interim Number Portability (INP)

2.1 Until the industry-wide permanent solution is implemented in an end office, BellSouth shall provide INP. INP is an interim service arrangement whereby an end user who switches subscription of his local exchange

service from BellSouth to MCIm, or vice versa, is permitted to retain the use of his existing assigned telephone number, provided that the end user remains at the same location for his local exchange service or changes locations and service providers but stays within the same local calling area or Rate Center, whichever is larger.

2.1.1 INP is not available for unassigned numbers. INP for a particular telephone number is available only from the central office originally providing local exchange service to the end user. INP for a particular assigned telephone number will be disconnected when any end user or Commission action results in the end user no longer being located within the same local calling area or Rate Center, whichever is larger.

2.2 INP is available through either remote call forwarding (“INP-RCF”), or direct inward dialing trunks (“INP-DID”), and MCIm shall select, subject to availability, which of these methods shall be used for each application. MCIm shall specify on a per telephone number basis, and subject to availability, which method of INP is to be employed and BellSouth shall provide such method to the extent Technically Feasible. BellSouth shall make remote call forwarding available at every end office where LNP is not available.

2.3 INP-RCF is an interim method to provide subscribers with service-provider portability by redirecting calls within the telephone network. When INP-RCF is used to provide INP, calls to the ported number will first route to the Party’s switch to which the ported number was previously assigned. That switch will then forward the call to a number associated with the other Party’s designated switch to which the number is ported. The forwarded-to number shall be specified by MCIm or BellSouth, as appropriate. The forwarding company will provide identification of the originating telephone number, via SS7 signaling, to the receiving Party. INP-RCF provides a single call path for the forwarding of no more than one simultaneous call to the receiving Party’s specified forwarded-to number. Either Party may order any additional paths to handle multiple simultaneous calls to the same ported telephone number for an additional charge as set forth in Attachment 1 to this Agreement.

2.4 SS7 signaling is required for INP Services. Calls originated from RCF ported numbers in BellSouth end offices and sent to the MCIm network must follow industry standards regarding number parameters in the SS7 Initial Address Message.

2.5 Each company shall be responsible for obtaining authorization from the end user for the handling of the disconnection of the end user’s

service, the provision of new local service and the provision of INP services. Each company shall be responsible for coordinating the provision of service with the other to assure that its switch is capable of accepting INP ported traffic. Neither Party shall be responsible for its inability to port calls to the other Party when such inability is caused by inadequate or insufficient equipment or facilities of the other Party.

2.6 Other Provisions for INP:

2.6.1 BellSouth shall exchange with MCIIm, SS7 TCAP messages as required for the implementation of Custom Local Area Signaling Services (CLASS) or other features available in the BellSouth network where technically feasible. Such CLASS and other features will be consistent with the technical references as specified by the FCC.

2.6.2 Upon notification from MCIIm that it will be initiating INP, BellSouth shall disclose to MCIIm any technical or capacity limitations that would prevent the use of the requested INP method in a particular switching office. The Parties shall cooperate in the process of porting numbers to minimize subscriber out-of-service time, including updating switch translations where necessary within time frames at parity with time frames for conversions experienced by each Party's end users or other CLECs, but in any event each Party shall use its best efforts not to exceed thirty (30) minutes after notification that physical cut-over has been completed (or initiated).

2.6.3 BellSouth shall send the appropriate CARE transaction to notify the appropriate IXC that access is now provided by a new CLEC for that number.

2.7 Ordering Intervals for INP. Ordering intervals for INP shall be consistent with those offered to all CLEC's. Intervals for installation of Services shall be at such intervals as established in a generic Commission order or in a Commission order applicable to all carriers generally relating to BellSouth performance measures. For stand alone INP requests, the following will apply. For simple services, those not considered as complex, consisting of 25 lines or less and for requests to port DID numbers of 100 or less where the trunk group is existing, the following targeted intervals will apply. BellSouth will provide a firm order confirmation (FOC) or reject the Local Service Request (LSR) within two (2) business days of receipt of the request and the service interval to provision INP will be five (5) business days from receipt of an error free LSR. For other requests not mentioned above, intervals for installation of

Services shall be at such intervals as established in a generic Commission order or in a Commission order applicable to all carriers generally relating to BellSouth performance measures. INP requests associated with provisioning other services will carry intervals as defined for the service with the longer interval or as mutually agreed to on a case by case basis. Intervals for installation of Services shall be at such intervals as established in a generic Commission order or in a Commission order applicable to all carriers generally relating to BellSouth performance measures.

2.7.1 BellSouth will review the entire LSR and will reject or clarify, in accordance with Attachment 8 of this Agreement, all fields that are in error for the current version under review. BellSouth will note these errors with the rejected or clarified LSR. Subsequent versions may be rejected based on new information provided by MCIm or due to downstream edits in BellSouth's ordering or preordering systems.

2.7.2 LSR's not acknowledged within targeted intervals as provided for above, may be escalated by MCIm to BellSouth and a commitment will be agreed to for the new FOC or reject interval. BellSouth will not provision a service prior to the date contained in the FOC unless indicated to do so by a properly submitted supplemental LSR. BellSouth will provision requested services at levels that are at parity with the same intervals BellSouth provides to its own end users, itself, or to other CLEC's.

2.8 Disconnects. MCIm will promptly notify BellSouth when (i) a Customer ported via INP disconnects service from MCIm or (ii) upon the termination of any intercept treatment provided to a subscriber ported via INP, whichever is later. BellSouth shall accept an accurately submitted supplemental request to cancel or change the Appointment Date prior to the date and time contained in the FOC and will work cooperatively to ensure service outage experience by End Users is minimal.

Section 3. Local Number Portability (LNP)

3.1 Each Party shall use reasonable efforts to facilitate the expeditious deployment of LNP consistent with the processes and implementation schedules for LNP deployment prescribed by the FCC. In connection with the provision of LNP, the Parties agree to support and comply with all relevant requirements or guidelines that may be adopted by the state Commission or the FCC. Such requirements and guidelines include, but are not limited to, ordering and provisioning process flows, SMS

administration, NPAC administration, regression testing, and network architecture as described in the Second Report and Order (FCC 97-289). The Parties shall implement the generic requirements for LNP as ordered by the FCC and recommended by the NANC. The Parties shall work cooperatively to implement standards adopted by the North American Numbering Council (NANC) or telecommunications industry fora.

3.2 The requirements for LNP shall include the following:

3.2.1 Subscribers must be able to change local service providers and retain the same telephone number(s) consistent with FCC Rules and Regulations.

3.3 SMS Administration. The Parties will work cooperatively with other local service providers to establish and maintain contracts for the LNP Service Management System (SMS).

3.4 Ordering. To port a telephone number using LNP, the Parties shall adhere to the procedures described in Attachment 8 of this Agreement.

3.5 Network Architecture

3.5.1 Architecture shall be consistent with the FCC's 2nd Report and Order.

3.6 Signaling. In connection with LNP, each Party agrees to use SS7 signaling in accordance with applicable FCC Rules and Orders.

3.7 N-1 Query. BellSouth and MCIIm will adhere to the NANC recommendations as adopted by the FCC in Order No. 97-298, released August 18, 1997.

3.8 Porting of Reserved Numbers and Suspended Lines. Customers of each Party may port numbers, via LNP, that are in a denied state or that are on suspend status. In addition, Customers of each Party may port reserved numbers that the Customer has paid to reserve. Portable reserved numbers are identified on the Customer's CSR. In anticipation of porting from one Party to the other Party, a Party's subscriber may reserve additional telephone numbers and include them with the numbers that are subsequently ported to the other Party. It is not necessary to restore a denied number before it is ported.

3.9 Splitting of Number Groups. If blocks of subscriber numbers (including, but not limited to, DID numbers and MultiServ groups) are split

in connection with an LNP request, the Parties shall permit such splitting. BellSouth and MCIIm shall offer number portability to customers for any portion of an existing block of DID numbers without being required to port the entire block of numbers. BellSouth and MCI shall permit end users who port a portion of DID numbers to retain DID service on the remaining portion of numbers. If a Party requests porting a range of DID numbers smaller than a whole block, that Party shall pay the applicable charges for doing so as set forth in Attachment 1 of this Agreement.

3.10 Intercept Announcement - Cause Code 26. If a call to a ported number is routed to either Party's switch, even though the LRN signaled on the call is for the receiving Party's switch, then the receiving Party's switch will provide Cause Code 26 treatment either (i) by playing an appropriate intercept announcement; or (ii) by releasing the call back to the originating switch with the release cause shown as Code 26. The intercept announcement played in this situation will suggest that the call be re-tried at a later time; the caller must not be encouraged to immediately retry the call. This Section 3.10 shall not relieve the Parties of any of their LNP duties and obligations as set forth in this Section 3.

Section 4. Requirements for INP and LNP

4.1 Call Referral Announcements. If a ported number is disconnected and “snaps back” to the Old Service Provider, the New Service Provider may order call referral announcements and specify the particular announcement from the Old Service Provider, on a per telephone number basis, at the prices set forth on Attachment 1 of this Agreement.

4.2 BellSouth and MCIIm shall cooperate to ensure network reliability is maintained when porting numbers so as to limit service outages for their end users. BellSouth and MCIIm will perform on a mutually agreeable basis any testing which may be required to isolate and repair service problems within their respective networks. Each Party will notify the other of changes to the network of changes to processes which may impact end user service at time frames which are consistent to BellSouth's and MCIIm's internal notification processes.

4.3 Conversion from INP to LNP. Once a long-term database method of providing Local Number Portability (LNP) is implemented in an end office, with advance written notice, neither Party shall provide new number portability arrangements in that end office using INP. The official notice advising an end office is now LNP compatible will be as posted in the LERG forty five (45) days in advance of the ready to port date of that office. Advance notice of LNP implementation for all Bellsouth end offices

is also posted on the Interconnection web site. The LERG posting for LNP eligibility date will begin the transition from INP to LNP for all INP services. The transition from existing INP arrangements to LNP shall occur within one hundred twenty (120) days from the date LNP is implemented in the end office or as mutually agreed to by both Parties during the transition period. BellSouth will provision Local Service Requests for INP with due dates contained prior to the end office implementation date. Requests for INP with due dates after the LNP implementation date will be returned to the requesting Party for supplemental submission as LNP. Neither Party shall charge the other Party for conversion from INP to LNP. The Parties shall comply with any INP/LNP transition processes established by the FCC and State Commissions and appropriate industry number portability work groups.

4.4 Notwithstanding the foregoing, the Parties acknowledge that the FCC has determined once LNP has been deployed pursuant to the FCC's orders, rules and regulations, that all local exchange carriers (LECs) have the duty to provide LNP. Therefore, either Party, at any time, may seek appropriate legal or regulatory relief concerning the transition from INP to LNP or other related issues.

Section 5. Cutovers

5.1 BellSouth and MCIm shall cooperate in the process of porting numbers consistent with those guidelines as specified in the Local Number Portability Guidelines and as recommended by the Southeast Region Implementation Team. For a coordinated conversion i.e. stand alone INP, INP and LNP with an SL2 loop or with SL1 when ordered, and those services that require project coordination as defined in the BellSouth LNP procedures or as provided for in this Agreement. BellSouth shall verbally coordinate the disconnect with MCIm and perform any switch translations so as to limit end user service outage. BellSouth and MCIm will mutually agree upon a cutover time prior to the actual conversion. MCIm may designate the conversion time when the conversion involves a loop with INP or LNP by ordering time specific conversion at rates set forth in Attachment 1 of this Agreement. Both parties will use best efforts to ensure mutually agreed to conversion times, as identified in this paragraph, will commence within 30 minutes of the agreed time.

5.2 Cutover Intervals. Cutover intervals for INP, INP with loop and LNP with loop will be in accordance with intervals for installation of Services established in a generic Commission order or in a Commission order

applicable to all carriers generally relating to BellSouth performance measures.

5.3 Deadline for Canceling an Order. BellSouth shall accept a request to cancel an order consistent with those processes specified in the NANC recommended flows for LNP provisioning. BellSouth will not disconnect an end users service prior to receiving the activate message from NPAC. BellSouth will receive requests to cancel LNP until the activate message is received from NPAC. BellSouth shall accept an accurately submitted supplemental request to cancel or change the Appointment Date prior to the date and time contained in the FOC and will work cooperatively to insure service outage experience by End Users is minimal.

Section 6. LERG Reassignment

6.1 If the Parties mutually agree to use LERG Reassignment as the method to move an End User's telephone numbers from one Party's switch to the other Party's switch in a particular instance, the Parties shall enter into a separate written agreement that must address terms and conditions of the reassignment, including, but not limited to, ordering processes and specific implementation procedures for the reassignment of the appropriate NXX as shown in the LERG, to the New Service Providers switch, and any applicable rates.

Section 7. Responsibilities of Underlying Network Provider

7.1 Coordination with Underlying Network Provider. If the Old Service Provider does not provide the End User's services exclusively through a network owned, operated and controlled by the Old Service Provider (i.e., where the Old Service Provider is providing the End User's services on a resale basis), the New Service Provider shall coordinate all activities between the Old Service Provider and the Underlying Network Provider in the following manner, consistent with applicable OBF guidelines:

7.1.1 The New Service Provider will obtain from the End User the name of the Old Service Provider;

7.1.2 The New Service Provider will request the End User's service record from the Old Service Provider;

7.1.3 The Old Service Provider will provide the End User's service record to the New Service Provider;

7.1.4 After the New Service Provider has obtained End User authorization to migrate the End User, the new Service Provider will provide a loss alert to the Old Service Provider;

7.1.5 The New Service Provider will provide the Underlying Network Provider with a service order that reflects the Old Service Provider as the End User and that requests that the End User's telephone numbers be ported to the New Service Provider; and

7.1.6 The Underlying Network Provider will process the service order request.

7.2 Service Responsibility. After an End User's telephone number is ported by INP, all ancillary services (including, but not limited to, 911, E911, CARE, LIDB, BLV/BLI, Directory Assistance and Direct Listing) associated with ported number(s) shall be provided consistent with the requirements of Attachments 3, 8, and 9 of this Agreement.

ATTACHMENT 8

BUSINESS PROCESS REQUIREMENTS

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Appendix 1 1999 BellSouth Disaster Recovery Planning for CLECs

ATTACHMENT 8

BUSINESS PROCESS REQUIREMENTS

Section 1. Overall Business Requirements

1.1 Introduction. This Attachment 8 sets forth the minimum business process requirements, business rules, usage rules, data models, data exchange methods, and other specifications necessary to permit MCIm access to the functions of BellSouth's operational support systems (i.e., pre-ordering, ordering and provisioning, billing functions, and maintenance and repair) ("OSS Functions"). BellSouth shall maintain the current and one previous version of each electronic interface. Maintenance of a previous version of an electronic interface includes the maintenance of manual processes not included in that version of the interface. Unless otherwise set forth in this Agreement, MCIm shall not use manual processes that are available in a version of an electronic interface used by MCIm.

1.1.1 The Parties acknowledge that the implementation and testing of Application-to-Application interfaces will be formally defined in a joint implementation agreement ("JIA"). The Parties may agree, in the JIA, consistent with any applicable change management processes, to alter existing OSS interfaces or manual processes or to be non-compliant with industry standards or guidelines.

1.2 Standards and Guidelines

1.2.1 Order of Precedence. Conflicts between a provision of this Agreement and any testing or implementation agreement, including joint implementation agreements ("JIAs"), shall be resolved in favor of this Agreement.

1.2.2 Standards and Guidelines. For purposes of this Agreement, the Change Control Process or CCP shall mean the collaborative forum established by BellSouth to allow BellSouth and the CLEC community to discuss, provide input regarding and vote on developments of and modifications to the manual and electronic OSS processes and interfaces. Subject to the Change Control Process, BellSouth shall base its development of OSS interfaces on applicable industry standards and guidelines, including, but not limited to:

1.2.2.1 ATIS/CLC/OBF for Pre-order, Ordering Inquiry, Ordering, Access Inquiry and Access Ordering, Provisioning and Billing.

1.2.2.2 ATIS/CLC/NIMC and ANSI for Maintenance and Repair.

1.2.2.3 ATIS/TCIF/EDI for Local Pre-order, Ordering and Provisioning, and Billing Data Models.

1.2.2.4 ATIS/T1M1.5 for Maintenance and Repair Data Models.

1.2.2.5 ATIS/TCIF/T1M1.5/ECOG for Electronic Ordering (EAO) Inquiry Access.

1.2.2.6 ATIS/TCIF for Secured Transport Specifications for Local Pre-Order (EDI/SSL3), Order (EDI/SSL3), Access Inquiry (CORBA).

1.2.2.7 ATIS/CLC/OBF/TOR for Access Ordering Secured Transport using CONNECT:Direct.

1.2.2.8 Telecordia Technologies, Inc. (Bellcore) for CABS BOS.

1.3 Joint Implementation Agreements. Within ninety (90) days of a request by MCIm, the Parties shall develop a Joint Implementation Agreement ("JIA"), based on ATIS generic implementation guidelines, as described in this Section of this Attachment, for the implementation and testing of each OSS Application-to-Application interface developed by BellSouth. The Parties shall develop a separate, single JIA for each Application-to-Application interface that incorporates integratable OSS functions, but the Parties may agree to combine local pre-ordering and local ordering into a single JIA. Each JIA must be sufficiently comprehensive to ensure that, upon completion of both Parties' obligations under the JIA, the Application-to-Application interface will be fully tested and functional. Any joint implementation agreement established under this subsection 1.3 will follow the format of the Telecommunications Industry Forum ("TCIF") Generic Implementation Guidelines ("GIG").

1.4 Interface Implementation Specifications and Information Exchanges.

1.4.1 BellSouth Custom Business Process Rules. BellSouth shall base the development of its business rules on OBF or other applicable industry guidelines. BellSouth will provide its business rules and guidelines to MCIm so as to provide the functions listed in this Attachment. BellSouth shall present MCIm with BellSouth's custom business rules down to a field level. In addition, BellSouth shall provide MCIm with BellSouth's

custom business rules for each data field. The information provided will contain BellSouth's valid values, attributes, usage conditions (required, optional, or conditional), as necessary to process successfully, in BellSouth's OSS, all of the use-case scenarios specified in a testing or implementation agreement between the Parties, including a JIA.

1.4.2 BellSouth Custom Electronic Data Interchange ("EDI") Data Model Specifications. BellSouth shall provide to MCIm BellSouth's custom EDI data modeling rules for each field in its business rules mappings and syntax to the appropriate EDI segment, data element, qualifier, and valid values for every use-case scenario specified in a testing or implementation agreement between the Parties, including a JIA.

1.4.3 Use-Case Scenarios. Both BellSouth and MCIm are permitted to provide use-case scenarios to test fully the range of all OSS Functions. In order to test the exception and error messaging responses, the use-case scenarios will test for successful transactions and for planned errors. BellSouth shall provide all of the input test data in the test database necessary for testing the use-case scenarios. BellSouth shall define the parameters associated with the data provided to MCIm.

1.4.4 Error Messages. BellSouth shall provide a complete list of, and definitions for, each of the error conditions and error messages or codes to be used for application or protocol events.

1.4.5 Business Activities. BellSouth, through the CCP, shall discuss and provide information regarding any known or planned business activities or priorities that may affect the time frames for developing and implementing electronic ordering and pre-ordering interfaces.

1.4.6 Secure Near Real Time Data Exchange/Transport Implementation Specifications. BellSouth shall implement, test, and operate the method of secured ordering and provisioning transactions transport in compliance with TCIF 98-006 Issue 2 "Electronic Communications Interactive Agent Specification". This is the ATIS-approved specification for sending EDI transactions over TCP/IP using SSL3 security. If BellSouth's interactive agent is not already operational, BellSouth shall make it operational within sixty (60) days after MCIm's written request.

1.4.6.1 For local order and pre-order, BellSouth shall implement and use the most current version of TCIF 98-006 "Electronic Communications Interactive Agent Specification for Local Pre-Order Function".

1.4.6.2 For access order inquiry BellSouth shall implement and use the most current version of TCIF 98-002 "Generic Electronic Communications Interface Implementation Guidelines for Electronic Access Ordering (EAO) Access Inquiry Functions".

1.4.7 Testing. BellSouth shall jointly test each OSS Application-to-Application interface with MCIm. This testing will include, but not be limited to, secured connectivity and data exchange, interoperability testing, regression testing, and acceptance testing. This testing will validate, with the use-case scenarios designated in subsection 1.4.3 of this Attachment, BellSouth's custom business rules and custom data model specifications. This testing will be conducted by means of MCIm transmitting transactions both in simulated pre-coding condition testing, and later in a "post-coding/pre-production" condition testing. BellSouth and MCIm will also identify under what circumstances any interoperability test results may be shared or made public by either Party.

1.5 BellSouth OSS interfaces shall provide MCIm with the same process and system capabilities for residential and business services. BellSouth shall not require MCIm to develop distinct processes or OSS interfaces by class of service.

1.6 Change Management and Control.

1.6.1 BellSouth and MCIm shall comply with the written change management and control procedures agreed to in the CCP. Changes to the change management and control procedures proposed by either Party, including guidelines for change management and control procedures developed by the industry, shall be considered by the CCP. These procedures will govern the steps necessary to change, alter or modify the OSS Functions or the Application-to-Application interface(s) designed, developed, tested, and deployed under this Attachment 8. The provisions of the change management and control procedures and processes are material to this Agreement.

1.7 General Procedures

1.7.1 Master Account Establishment. If MCIm requests that BellSouth establish a new account for Services, MCIm will provide to the appropriate BellSouth service center the necessary documentation to enable BellSouth to establish a master account for MCIm's resold services. Such documentation shall include the Application for Master Account, proof of authority to provide telecommunications services, an Operating Company Number ("OCN") assigned by the National Exchange

Carriers Association ("NECA") and a tax exemption certificate, if applicable.

1.7.2 BellSouth will not require End User confirmation prior to establishing service for MCIm's End User customers.

1.7.3 If, based on an End User complaint, either Party (the "Complaining Party") determines that the other Party (the "Changing Party") has submitted an unauthorized change in local service, the Parties will reestablish service for the End User with the appropriate local service provider. The Complaining Party will notify the Changing Party of the customer complaint, and the Changing Party may provide proof that the change was authorized. If the Changing Party is unable to provide such proof, the Complaining Party may assess the Changing Party, as the LEC initiating the unauthorized change, any applicable unauthorized change charge approved by the Commission. No charges will be assessed if the Changing Party provides proof that the change was authorized

1.7.4 BellSouth, to safeguard its interests, may require a security deposit prior to or at any time after the provision of a Service to be held as a guarantee of the payment of rates and charges only where MCIm has a proven history of late payments to BellSouth or does not have established credit. Such deposit shall not exceed the actual or estimated rates and charges for the Services for a two (2) month period. The fact that a deposit has been made in no way relieves MCIm from complying with this Agreement as to the prompt payment of bills. At such time as the provision of Services to MCIm is terminated, the amount of the deposit will be credited to MCIm's account and any credit balance that may remain will be refunded. To the extent such a deposit is required under the terms of this Section, such deposit shall be refunded or credited to MCIm's account when MCIm has established credit, or in any event, after MCIm has established a one (1) year prompt payment record at any time prior to the termination of the provision of Service. In the case of a cash deposit, for the period the deposit is held by BellSouth, MCIm will receive interest at the same percentage rate as set forth in subsection 4.2.11 of this Attachment. The rate will be compounded daily for the number of days from the date the deposit is received by BellSouth to and including the date such deposit is credited to MCIm's account or the date the deposit is refunded. Should a deposit be credited to MCIm's account, as indicated above, no interest shall accrue on the deposit from the date such deposit is credited to MCIm's account.

1.7.5 Customer Contact. BellSouth shall recognize MCIIm as the Customer of record for all Services and Interconnection ordered by MCIIm, and shall send all notices, invoices, and information that pertains to these ordered services directly to MCIIm. MCIIm will provide BellSouth with addresses to which BellSouth must send these notices, invoices, and information.

1.7.5.1 MCIIm will be the single point of contact with BellSouth for all subsequent ordering activity resulting in additions or changes to resold services except that BellSouth will accept a request directly from the End User for conversion of the End User's service from MCIIm to BellSouth or will accept a request from another CLEC for conversion of the End User's service from MCIIm to the other LEC. BellSouth will notify MCIIm, via a loss notification report, that such a request has been processed. BellSouth shall not use MCIIm resold customer records for its own marketing purposes, nor make such records available to other CLECs. If BellSouth requires information contained in the MCIIm resold customer records in order to make a conversion, BellSouth shall seek this information from MCIIm, which MCIIm shall provide in a timely manner.

1.7.5.2 Each Party shall ensure that that Party's personnel who may receive inquiries, relating to the other Party's services, from the other Party's subscribers, or otherwise have opportunity for contact, relating to the other Party's services, with the other Party's subscribers: (i) provide appropriate referrals and telephone numbers to subscribers who inquire about the other Party's services or products; (ii) do not in any way disparage or discriminate against the other Party, or its products or services; and (iii) do not provide information about their products or services during that same inquiry or subscriber contact, unless that information specifically is requested by the subscriber. Subject to the limitations of this Section, both Parties maintain the right to serve directly any End User within the service area of the other Party. Both Parties may directly market their own telecommunications products and services and in doing so may establish independent relationships with End Users of the other Party.

1.7.5.3 Neither Party shall use the other Party's request for Customer information, order submission, or any other aspect of the pre-order, ordering and provisioning, or maintenance and repair processes or any other processes to aid its marketing or sales efforts. BellSouth shall not in any manner share with or disclose to

BellSouth's retail operations or retail customer representatives any information resulting from, or the occurrence of any event in, the pre-order, ordering and provisioning, maintenance and repair, or billing functions.

1.7.5.4 In general, BellSouth will not become involved in disputes between MCIm and MCIm's End User customers. If a dispute does arise that cannot be settled without the involvement of BellSouth, MCIm shall contact the designated Service Center for resolution. BellSouth will make every effort to assist in the resolution of the dispute and will work with MCIm to resolve the matter in as timely a manner as possible.

1.7.5.5 Where BellSouth provides switching, BellSouth will process calls made to its Annoyance Call Center and will advise MCIm when it is determined that annoyance calls are originated from one of their End User's locations. It is the responsibility of MCIm to take the corrective action necessary with its End Users who make annoying calls. BellSouth shall provide Annoyance Call Center service to MCIm's customers at no charge to MCIm.

1.7.6 Account Management. BellSouth will identify to MCIm one or more BellSouth representatives that will serve as MCIm's account management team for purposes of administering this Agreement and ensuring that BellSouth's obligations under this Agreement are carried out efficiently and in coordination with MCIm. The account management team's primary function is to interact with the various BellSouth operating groups on MCIm's behalf. The account management team shall be accessible to MCIm personnel to provide timely and decisive responses to MCIm's inquiries, escalations, and requests.

1.7.6.1 Expedite and Escalation Procedures.

BellSouth and MCIm shall maintain mutually acceptable escalation and expedite procedures for OSS Functions that may be invoked to facilitate rapid and timely resolution of issues. These procedures shall include, at a minimum, contact names and telephone numbers.

1.7.6.2 At MCIm's request, BellSouth's account management personnel shall meet with MCIm to discuss ways to improve the account management team and its functions.

1.7.6.3 BellSouth shall make available to MCIm via an online viewer (via the Internet) any and all non-proprietary materials or information to which the account management team directs MCIm.

1.7.7 Training Support

1.7.7.1 BellSouth will ensure its employees are trained on the provisions of this Agreement, Applicable Law, and any other matters mutually agreed to by the Parties.

1.7.7.2 BellSouth shall make available to MCIm employees training on BellSouth's systems and processes. This training shall be equal in quality to that which BellSouth provides to itself, its affiliates, or other CLECs. BellSouth makes available basic CLEC training on its web site and shall provide one free seat each year for MCIm to attend a training session on each of BellSouth's OSS systems (e.g., TAG, LENS and TAFI). Training regarding any systems changes or modifications shall also be available on BellSouth's web site. Other training customized for MCIm's need shall be provided at rates established by BellSouth. Information and materials provided to MCIm must include, at a minimum, operational and procedural information, and BellSouth-specific system access/interface instruction.

1.7.8 Number Administration

1.7.8.1 BellSouth shall provide testing and loading of MCIm's NXXs in BellSouth's switch network prior to the date of activation specified in the Local Exchange Routing Guide ("LERG"). Turn-up testing of MCIm's NXXs will be performed in all affected BellSouth end offices and tandem offices.

1.7.8.2 Where MCIm has obtained its own NXX, but has purchased BellSouth services for resale or has purchased switching from BellSouth, BellSouth agrees to administer the MCIm NXX in accordance with the LERG. Where MCIm provides its own switching and obtains its own NXX code, BellSouth agrees to install the routing in its switches according to the local calling area defined by the Commission.

1.7.8.3 BellSouth shall accept MCIm orders with assigned vanity numbers and blocks of numbers assigned for use with Complex Services.

1.7.8.4 NXX Migration. Migration of NXXs will be done according to the provisions of Attachment 7 of this Agreement.

1.7.8.5 For resold Services, telephone numbers may normally be retained by the End User. Neither the Parties nor any End Users have a property right to the telephone number, and no right to being served by any particular central office. BellSouth reserves the right to change such numbers, or the central office designation associated with such numbers, or both, at Parity and on a non-discriminatory basis, whenever BellSouth deems it necessary to do so in the conduct of its business.

1.7.8.6 During the term of this Agreement, MCIm shall contact the numbering resources administrator designated by the FCC for the assignment of central office codes and other numbering resources.

1.7.8.7 Where BellSouth is providing local switching, MCIm may utilize BellSouth's telephone numbers. Assignment, reservation and use of telephone numbers shall be governed by Applicable Law.

1.7.9 Customer Payment History. BellSouth will participate in NCTDE (National Consumer Telecommunications Data Exchange) and commit to providing NCTDE with two (2) years of historical information on UCAs for their local accounts and also report current UCA information in accordance with NCTDE required timelines for the purpose of providing MCIm with third party access to Customer Payment History. BellSouth will make the following Customer payment history information available in accordance with the NCTDE format to the extent the same is available for BellSouth's own use for each Person or entity that applies for (i) local service; or (ii) intraLATA toll Telecommunications Service(s). As of the effective date of this Agreement, BellSouth provides information to NCTDE regarding payment history of BellSouth residential End Users. During the term of this Agreement, BellSouth will continue to provide such information to NCTDE provided that: (1) NCTDE continues to accept information from BellSouth through the third party administrator BellSouth currently uses in the same format and under the same terms and conditions as such information is currently provided; (2) the third party administrator that BellSouth currently uses to provide such information to NCTDE continues to administer the data transmission function on BellSouth's behalf on the same terms and conditions as exist currently; (3) NCTDE does not impose any charges on BellSouth for BellSouth's provision of such information; (4) BellSouth is not required to join NCTDE as a participant or recipient of data from NCTDE in order to continue providing information as described herein; and (5) there is no change in law or enforcement of any existing law that, in BellSouth's legal judgment, imposes an unreasonable risk on BellSouth in connection with its

provision of the information to NCTDE. The Parties agree that in the event BellSouth ceases providing such information to NCTDE, the Parties will work cooperatively to develop a mutually acceptable alternative arrangement for BellSouth to provide the information to MCIm, either directly or through a third party. In determining whether such alternative arrangement will be acceptable to either Party, the Parties may consider, among other things, cost and administrative burden.

1.7.10 BellSouth shall not refuse service to MCIm for any potential MCIm subscriber on the basis of that subscriber's past payment history with BellSouth.

1.7.11 The provision of Services by either Party to the other shall not create a property interest of the served Party in the providing Party's facilities or equipment.

1.8 Performance Standards. BellSouth shall comply with the intervals set forth in this Attachment, and the provisions of Attachment 10 of this Agreement. .

1.9 Provision of Specific Services

1.9.1 Caller ID

1.9.1.1 When BellSouth is providing switching, BellSouth shall provide all relevant ordering process information necessary for MCIm to order both Caller ID and Caller ID with Name for MCIm Customers.

1.9.1.2 BellSouth shall use its best effort in working with MCIm to ensure that Caller ID and Caller ID with Name work for both local and 1+ calls for MCIm Customers.

1.9.2 TTY/TDD. BellSouth shall cooperate with MCIm to provide services necessary to serve TTY/TDD Customers.

1.9.3 Telephone Line Number Calling Cards. When an End User changes local service from BellSouth to MCIm, BellSouth will terminate its existing telephone line number-based calling cards and remove any BellSouth-assigned Telephone Line Calling Card Number (including area code) ("TLN") from the LIDB, and BellSouth shall use its best efforts to remove the TLN from the LIDB within twenty-four (24) hours from completion of the service order. MCIm may issue a new telephone calling card to such subscriber, utilizing the same TLN, and MCIm shall have the right to enter such TLN in LIDB for calling card validation purposes via the

service order process. BellSouth will direct-bill each subscriber on the subscriber's final bill.

1.10 Use of Facilities. When a customer of MCIm elects to discontinue service and transfer service to another local exchange carrier, including BellSouth, BellSouth shall have the right to reuse the facilities provided to MCIm by BellSouth for retail or resale service, or individual loops and/or ports for that customer. In addition, BellSouth may disconnect and reuse facilities when the facility is in a denied state and BellSouth has received an order to establish new service or transfer service from a customer of MCIm at the same address served by the denied facility.

1.10.1 Upon receipt of a service order, BellSouth will do the following:

1.10.1.1 Process disconnect and reconnect orders to provision the service which shall be due-dated using current interval guidelines.

1.10.1.2 Reuse the serving facility for retail, resale service, or individual loop(s) and/or port(s) at the same location.

1.10.1.3 Notify MCIm subsequent to the disconnect order being completed.

Section 2. Pre-Order Requirements

2.1 Provision of Pre-Order OSS

2.1.1 BellSouth shall provide MCIm use of BellSouth's pre-order OSS Function by providing MCIm the pre-order information and data set forth in this Agreement.

2.1.2 The Parties shall work together to increase electronic ordering and flow through for complex and manually ordered services. Until BellSouth makes available a tested electronic Local Service Request ("LSR") process, MCIm shall be entitled to order DS1 Combos (DS1 loop plus DS1 interoffice transport) using the electronic Access Service Request ("ASR") process.

2.1.3 Subject to applicable laws and regulations, BellSouth shall provide MCIm with access to customer profile information (i.e., customer service record and customer payment history required under subsection 1.7.9 of this Attachment) and all other pre-order information without requiring MCIm to produce a signed or written letter of agency ("LOA"). Instead,

BellSouth shall accept MCIm's blanket representation that a customer has authorized MCIm to obtain this information or data, including any Customer Proprietary Network Information ("CPNI") contained in the information or data.

2.1.3.1 The Parties shall work cooperatively through the CCP to reach a reasonable and timely solution to the issue of parsing CSRs to the same level as the LSR, or as otherwise determined by the CCP.

2.1.4 BellSouth shall provide MCIm with pre-order functionalities and information for all Services, regardless of the ordering method, at a level of quality that is at least equal to what BellSouth provides itself, its Customers, subsidiaries, or Affiliates, or any third party.

2.2 Business Requirements for Pre-Ordering Functions

2.2.1 Loop Makeup (LMU)

2.2.1.1 Description of Service

2.2.1.1.1 BellSouth shall make available to MCIm, Loop Makeup (LMU) information for BellSouth network facilities, for telephone numbers, circuit identifications, or service addresses specified by MCIm, except for facilities designated for use by other carriers, so that MCIm can make an independent judgment about the availability and capability of loop facilities to support MCIm provided services. This subsection addresses LMU as a preordering transaction, distinct from MCIm ordering any other service(s). Loop Makeup Service Inquiries (LMUSI) for preordering loop makeup are likewise unique from other preordering functions with associated service inquiries (SI) as described in this Agreement.

2.2.1.1.2 BellSouth will provide MCIm LMU information consisting of the composition of the loop material (copper/fiber); the existence, location and type of equipment on the loop, including but not limited to digital loop carrier or other remote concentration devices, feeder/distribution interfaces, bridged taps, load coils, pair-gain devices; the loop length; the wire gauge and electrical parameters.

2.2.1.1.3 BellSouth's LMU information is provided to MCIm as it exists either in BellSouth's databases or in its hard copy facility records. BellSouth does not guarantee

accuracy or reliability of the LMU information provided, but BellSouth shall provide the same information to MCIm that it provides to itself.

2.2.1.1.4 MCIm may choose to use equipment that it deems will enable it to provide a certain type and level of service over a particular BellSouth loop. The determination shall be made solely by MCIm and BellSouth shall not be liable in any way for the performance of the advanced data services provisioned over said loop. For facilities reserved using a LMUSI, when MCIm orders a loop, the specific loop type (ADSL, HDSL, or otherwise) ordered on the LSR must match the LMU of the loop reserved taking into consideration any requisite line conditioning. The LMU data is provided for informational purposes only and does not guarantee MCIm's ability to provide advanced data services over the ordered loop type. Further, if MCIm orders loops that are not intended to support advanced services (such as UVL-SL1, UVL-SL2, or ISDN compatible loops) and that are not inventoried as advanced services loops, the LMU information for such loops is subject to change at any time due to modifications and/or upgrades to BellSouth's network. MCIm is fully responsible for any of its service configurations that may differ from BellSouth's technical standard for the loop type ordered.

2.2.2 Submitting Loop Makeup Service Inquiries

2.2.2.1 MCIm may obtain LMU information by submitting a LMUSI mechanically or manually. Mechanized LMUSIs should be submitted through BellSouth's Operational Support Systems interfaces. After obtaining the loop from the mechanized LMUSI process, if MCIm needs further loop information in order to determine loop service capability, MCIm may initiate a separate Manual LMUSI for a separate nonrecurring charge as set forth in Attachment 1 of this Agreement.

2.2.2.2 Manual LMUSIs shall be submitted by electronic-mail to BellSouth's Complex Resale Support Group (CRSG)/Account Team utilizing the Preordering Loop Makeup Service Inquiry form. The service interval for the return of a Loop Makeup Manual Service Inquiry is three (3) business days. Manual LMUSIs are not subject to expedite requests. This service interval is distinct from the interval applied to the subsequent service order.

2.2.3 Loop Reservations

2.2.3.1 MCIm may reserve facilities for up to four (4) calendar days for each facility requested on a LMUSI from the time the LMU information is returned to MCIm. During and prior to MCIm placing an LSR, the reserved facilities are rendered unavailable to other customers, including BellSouth. If MCIm does not submit an LSR for a UNE service on a reserved facility within the four (4) day reservation timeframe, the reservation of that spare facility will become invalid and the facility will be released. For a Mechanized LMUSI, MCIm may reserve up to ten (10) loop facilities. For a Manual LMUSI, MCIm may reserve up to three (3) loop facilities.

2.2.3.2 Charges for preordering LMUSI are separate from any charges associated with ordering other services from BellSouth.

2.2.4 Ordering of Other UNE Services

2.2.4.1 All LSRs issued for reserved facilities shall reference the facility reservation number as provided by BellSouth. MCIm will not be billed any additional LMU charges for the loop ordered on such LSR. If however, MCIm does not reserve facilities upon an initial LMUSI, MCIm's placement of an order for an advanced data service type facility shall be deemed placed for such a facility rate element that "includes manual service inquiry and reservation" per the rates set forth in Attachment 1 of this Agreement.

2.2.4.2 Where MCIm has reserved multiple loop facilities on a single reservation, MCIm may not specify which facility shall be provisioned when submitting the LSR. For those occasions, BellSouth will assign to MCIm, subject to availability, a facility that meets the BellSouth technical standards of the BellSouth type loop as ordered by MCIm.

2.3 MCIm shall immediately file a request with the Change Control Process for the determination of the proper avenue for the implementation of service inquiry as a pre-ordering function. Upon request of either Party, the Parties shall amend this Agreement to incorporate the process so developed.

2.4 Pre-Order Interface Performance and Management. BellSouth will provide a Specialized Point of Contact ("SPOC") for its OSSs, that will provide the following support to MCIm for the various BellSouth OSS interfaces. The SPOC will provide technical assistance to MCIm dealing with all associated production

systems, the interface itself, and it's operability. The SPOC will also provide escalation support twenty-four (24) hours seven (7) days a week.

2.5 Database Downloads

2.5.1 Regional Street Address Guide(RSAG). BellSouth shall provide MCIm with BellSouth's RSAG data through a mutually agreeable electronic means. A condition precedent to obtaining the RSAG data is that MCIm and its affiliated local exchange carriers shall execute a single mutually acceptable license agreement containing the rates, terms and conditions pursuant to which MCIm and its affiliated local exchange carriers may use the data.

2.5.2 Product and Service Information Management System ("PSIMS"). BellSouth shall provide MCIm, on a monthly basis, a flat file extraction of PSIMS, which includes PIC availability as well as a list of the features and functions available on an end office-by-end office basis, via CONNECT:Direct Service. There is no charge for obtaining the PSIMS file in this manner.

Section 3. Ordering and Provisioning Requirements

3.1 Provision of Ordering and Provisioning OSS.

3.1.1 BellSouth shall provide MCIm use of BellSouth's ordering and provisioning and access ordering OSS functions at Parity. BellSouth shall provide MCIm the information and data set forth in this Section.

3.1.2 If either BellSouth's or MCIm's existing electronic ordering and provisioning or access ordering interfaces are unavailable, BellSouth shall employ a facsimile machine to facilitate the submission or processing of any new or existing service requests. BellSouth shall provide access to these facsimile machines for order receipt when notified by MCIm of any Application-to-Application interface unavailability. No manual OSS charges shall apply to local service requests submitted when BellSouth's existing electronic interfaces utilized by MCIm are unavailable for reasons other than scheduled maintenance, provided the downtime does not occur outside the scheduled maintenance window; or other reasonable scheduled activities for which reasonable advance notification is provided by BellSouth, and provided the activities do not occur outside the scheduled window.

3.2 General Business Requirements and Functions

3.2.1 The LCSC shall work cooperatively with MCI to resolve any discrepancies or differences in information contained in various databases.

3.2.2 Local Carrier Service Center (LCSC)/Single Point of Contact (SPOC).

3.2.2.1 BellSouth shall provide a local carrier service center (“LCSC”) or equivalent that will serve as MCI’s single point of contact (SPOC) for all activities involved in the pre-ordering, ordering, and order status of BellSouth’s Services. The LCSC shall process all pre-ordering, ordering, and order status functions, including but not limited to, answering questions, resolving problems, and handling expedites and escalations, for Services requested by MCI that require manual intervention.

3.2.2.2 The LCSC shall provide to MCI a toll-free nationwide telephone number answered by trained personnel. Hours of availability of the LCSC shall be at least at Parity with the hours of BellSouth’s retail operations. At a minimum, LCSC hours of availability will be 8 a.m. to 8 p.m. Monday through Friday. Hours for inquiries concerning UNE-P shall be at least as great as hours for residential service inquiry.

3.2.2.3 The LCSC shall work cooperatively with MCI to resolve any discrepancies or differences in information contained in various databases.

3.2.2.4 BellSouth will perform provisioning services during the following normal hours of operation, or at such additional hours as BellSouth normally performs provisioning services for itself or another carrier:

Monday - Friday - 8:00AM - 5:00PM location time (excluding holidays)

(non-coordinated, coordinated orders and order coordinated - Time Specific)

Saturday- 8:00 AM - 5:00 PM location time (excluding holidays)

(non-coordinated orders)

Times are either Eastern or Central time based on the location of the work being performed. All other MCI requests for

provisioning and installation services are considered outside of the normal hours of operation and will be performed subject to the application of overtime billing charges.

3.2.2.5 Ordering and provisioning measurements will be as outlined in Attachment 10 of this Agreement.

3.2.3 IntraLATA Carrier Selection

3.2.3.1 BellSouth shall provide to MCIm the capability to order local service, intraLATA, and interLATA services by entering MCIm Customer's choice of carrier on a single order. BellSouth shall provide MCIm with the capability to order separate interLATA and intraLATA carriers on a line or trunk basis.

3.2.3.2 In all cases, BellSouth will route toll calls to the appropriate carrier as designated by MCIm. BellSouth shall not be the default toll carrier in any circumstances.

3.2.4 CARE Notification to Long Distance Carrier in Resale/UNE-P Arrangements

3.2.4.1 BellSouth CARE shall notify MCIm, using OBF-approved CARE transactions, whenever an MCIm Customer who is provided local service through Local Resale or UNE-P changes their PIC status.

3.2.4.2 BellSouth shall support and implement new Transaction Code Status Indicators (TCSIs) defined by OBF in support of Local Resale and UNE-P. BellSouth and MCIm will work cooperatively with OBF to define CARE transactions supporting local resale and UNE-P. In support of resale and UNE-P, BellSouth shall pass to MCIm all TCSIs as defined by OBF and implemented between BellSouth and an interexchange carrier.

3.2.4.3 MCIm may initiate a CARE block by submitting an LSR to deny PIC change activity on MCIm End User customers. BellSouth will then reject any PIC changes using a code of 3148 for resold lines and for service provided by UNE-P.

3.2.4.4 BellSouth CARE transactions supporting the LSR process for resale and UNE-P and account maintenance are as follows:

40XX = Local Resale Subscription order install by switch provider (SWP)

42XX = Local Resale subscription service disconnected by switch provider (SWP)

43XX = Local Resale customer information changes by switch provider (SWP)

3.2.5 Service Migrations and New Subscriber Additions

3.2.5.1 When switching is provided by BellSouth, and unless otherwise specified by MCIm, BellSouth will migrate a customer from BellSouth's services to MCIm's service without loss of feature availability and functionality and, to the extent the customer's voice mail service is available for resale to MCIm pursuant to Attachment 2 of this Agreement and MCIm chooses to purchase such voice mail service from BellSouth, without loss of voice mail (including the current mail box and its characteristics, if requested by MCIm) and associated ancillary services, including, but not limited to, Directory Listings, LIDB, Operator Services, and 911/E911. BellSouth shall not intentionally or unnecessarily interrupt feature capability.

3.2.5.2 BellSouth shall recognize MCIm as an agent for the Customer in coordinating the disconnection of services provided by BellSouth. BellSouth will disconnect the BellSouth-provided services based on the information MCIm places on the LSR. In the case of a coordinated conversion, BellSouth will work with MCIm to coordinate the disconnection and connection of the End User's service.

3.2.5.3 For coordinated loop conversions and stand alone INP, BellSouth shall verbally coordinate the disconnect with MCIm and perform switch translations so as to limit End User service outage. BellSouth and MCIm will mutually agree upon a cutover time 24 to 48 hours prior to the actual conversion. MCIm may designate the conversion time when the conversion involves a loop by requesting "order coordination -- time specific" conversion at rates set forth in Attachment 1 of this Agreement. Both parties will use best efforts to ensure mutually agreed to conversion times, as identified in this paragraph, will commence within 30 minutes of the agreed time. For subscriber conversions requiring Coordinated Cut-Over activities, on a per order basis, BellSouth and MCIm will agree on a

scheduled conversion time. BellSouth shall notify MCIm when conversion is complete. BellSouth shall comply with the performance measurements relating to End User service interruptions as set forth in Attachment 10. For coordinated conversions of other Services, BellSouth and MCIm shall work cooperatively to establish conversion procedures and rates

3.2.6 Intercept Treatment and Transfer of Service Announcements. At MCIm's request, BellSouth shall provide unbranded or MCIm-branded intercept treatment and transfer of service announcements to MCIm's Customers. BellSouth shall provide such treatment and transfer of service announcement at Parity and on a non-discriminatory basis.

3.2.7 Desired Due Date (DDD). BellSouth shall complete all service request activities for related orders on a single, common due date, provided the same common date is specified on each LSR for the related orders. This single, common date will be reflected on the Firm Order Confirmation ("FOC") of each related order.

3.2.7.1 MCIm will specify on each order the Desired Due Date (DDD). BellSouth shall not complete the order prior to the DDD, unless authorized by MCIm or later than the date on the FOC without providing a jeopardy notification.

3.2.7.2 Expedites. Requests for due dates that are earlier than the BellSouth offered date will be treated as an expedite request. In order to request an expedited due date, MCIm must request the expedite through the LCSC. The LCSC will coordinate the request internally with the appropriate groups within BellSouth in order to establish the date BellSouth will target as the offered date. The LCSC will advise MCIm of this date. BellSouth may bill expedite charges for expedited due dates and will advise MCIm of any charges at the time the offered date is provided. The rates for expedite charges are set forth in Attachment 1 of this Agreement, and no expedite charges shall apply for a request not completed by the offered date.

3.2.8 Customer Premises Inspections and Installations

3.2.8.1 Where access to the Customer's premises is required, BellSouth shall provide MCIm with the ability to schedule, at Parity, Customer premises installations.

3.2.8.2 BellSouth will provide installation of inside wiring, upon MCIm's request, on the rates, terms and conditions offered to BellSouth retail customers, as set forth in BellSouth's tariffs.

3.2.9 Firm Order Confirmation (FOC)

3.2.9.1 BellSouth shall provide to MCIm a Firm Order Confirmation ("FOC") for each MCIm LSR via the same interface used to submit the LSR. BellSouth shall send only one FOC per LSR. An electronic FOC shall contain information based on industry guidelines as developed by the CCP. A manual FOC shall contain, at a minimum, the MCIm purchase order number, BellSouth's order number, committed due date, and assigned TN (or circuit ID).

3.2.9.2 After MCIm's receipt of a BellSouth FOC, any change in the Due Date not initiated by an LSR will be considered a Jeopardy.

3.2.10 Order Rejections

3.2.10.1 BellSouth shall reject and return to MCIm any service request that BellSouth can not provision due to technical reasons or due to missing, inaccurate or illegible information. When an order is rejected, BellSouth shall, in its reject notification, specifically describe, using specified error codes, the reasons for which the order was rejected. Although BellSouth exercises its best efforts to identify all errors before rejecting the LSR to MCIm, this is not always possible. The type and severity of the error may prevent the LSR from being processed further once an error is discovered by BellSouth's system. BellSouth will identify errors in accordance with BellSouth's Local Service Request (LSR) error messages documentation, which contains all error codes applicable to any LSR and a description of the errors such codes identify. BellSouth will make available such documentation on BellSouth's interconnection web site. BellSouth will work cooperatively with MCIm as reasonably necessary to assist MCIm in identifying and understanding LSR errors and associated error codes.

3.2.11 Service Request Changes (Supplemental Service Requests)

3.2.11.1 If an installation or other MCIm-requested work requires a change from the original MCIm service request in any manner, BellSouth shall notify the appropriate MCIm ordering center

designated in advance of performing the installation or other work to obtain authorization. BellSouth shall then provide MCI an estimate of additional labor hours or materials. After all installation or other work is completed, BellSouth shall immediately notify MCI of the actual labor hours or materials used in accordance with regular service request completion schedules.

3.2.11.1.1 If additional work is completed on a service request, as approved by MCI, BellSouth must report the cost of the additional work immediately to the MCI ordering center that originated the request(s).

3.2.11.1.2 If a service request can only be partially completed, BellSouth shall notify MCI prior to completing the request, and if MCI approval is received, BellSouth shall follow the jeopardy procedures in subsection 3.2.13.

3.2.11.2 Where BellSouth provides installation and the MCI Customer requests a service change at the time of installation, BellSouth shall immediately notify MCI at the telephone number on the service order of that request. The BellSouth technician should notify MCI in the presence of the MCI Customer so that MCI can negotiate authority to install the requested service directly with that Customer and the technician and revise appropriate ordering documents as necessary. At no time should the BellSouth representative perform any work not ordered by MCI, even at the Customers' request, without approval from the MCI ordering center.

3.2.12 Jeopardy Situations. BellSouth shall provide to MCI notification of any known jeopardy situations prior to the Due Date. Such notification shall contain a new committed Due Date. If BellSouth is unable to provide a new committed Due Date, BellSouth shall provide MCI a supplemental notification containing a new committed Due Date, and BellSouth shall provide a new committed Due Date at Parity and on a nondiscriminatory basis. BellSouth shall provide notice of missed appointments and any other delay or problem in completing work specified on MCI's service request as detailed on the FOC.

3.2.13 Service Suspensions/Restorations. Where BellSouth provides switching and upon MCI's request through a Suspend/Restore order, BellSouth shall suspend or restore service. BellSouth will deny or disconnect service to MCI's End User on behalf of, and at the request of, MCI. Upon restoration of the End User's service, restoral charges

will apply and will be the responsibility of MCIIm. All requests for denial or disconnection shall be via an LSR.

3.2.14 Loss Notifications. BellSouth shall provide to MCIIm information notifying MCIIm of any services disconnected from MCIIm. Such notification shall be provided electronically on a daily basis, using a system currently in place between the Parties, and any changes in the system must be mutually agreeable.

3.2.15 Completion Notification. Upon completion of a service request submitted electronically, BellSouth shall submit to MCIIm, via the same electronic interface used to submit the order, an order completion notification that complies with the OBF/LSOG business rules and ATIS models, as modified by the CCP. Completion information for service requests submitted both manually and electronically is available via BellSouth's web-based system known as CLEC Service Order Tracking System ("CSOTS").

3.2.16 Fulfillment Process. MCIIm will conduct all activities associated with the account fulfillment process for all MCIIm Customers.

3.2.17 Specific Unbundling Requirements.

3.2.17.1 MCIIm may order and BellSouth shall provision individual or multiple unbundled Network Elements (including any combinations to which the Parties have agreed in Attachment 3) on a single order consistent with applicable OBF guidelines.

3.2.17.2 The Parties shall work cooperatively to ensure that Network Elements and switch translations function properly to support MCIIm's service offerings.

3.2.17.3 When MCIIm orders Existing Combinations of Network Elements that are functional in BellSouth's network, such Existing Combinations shall remain connected and functional without any disconnection or disruption of functionality, unless otherwise specified by MCIIm. Charges for such Existing Combinations shall be as provided for in Attachment 3 and Attachment 1 of this Agreement.

3.2.17.4 When MCIIm orders Network Elements, BellSouth shall work cooperatively with MCIIm to ensure compatibility between Network Elements where technically feasible.

3.2.17.5 When MCIm orders Network Elements or combinations specified in this Agreement, it will be BellSouth's responsibility to provide to MCIm the information necessary to support the ordering of Network Elements and combinations. This responsibility includes, but is not limited to, identification of forms required for Network Element or combination orders; fields requiring population for Network Element or combination orders, and the specific data element entries required to support these orders. BellSouth's failure to provide such information shall not preclude MCIm from ordering Services.

3.2.18 NPA Splits. BellSouth shall provide, at Parity and on a nondiscriminatory basis, advance information of the details and requirements for planning and implementation of NPA splits or other network changes impacting MCIm or its Customers.

3.2.19 BellSouth shall provide to MCIm information on charges associated with special construction.

3.2.20 BellSouth shall verify the status of connected facility assignments and notify MCIm of any conflicts.

3.2.21 USOC Codes. BellSouth shall provide MCIm with a complete, electronic copy of USOC codes, and an accompanying alphanumeric description of each code, used by BellSouth.

3.2.22 Blocking Services. Upon request from MCIm, where BellSouth provides switching, BellSouth shall provide blocking of 700, 900 and 976 services, or other services of similar type as may now exist or be developed in the future. In addition, BellSouth shall provide Billed Number Screening (BNS), including required LIDB updates, or equivalent service for blocking completion of bill-to-third-party and collect calls, on a line, trunk, or individual service basis.

3.4 Ordering and Provisioning Interface Performance and Management.

3.4.1 Ordering and Provisioning Intervals

3.4.1.1 For service requests from MCIm to BellSouth, the Parties will use an Access Service Request ("ASR"), a Local Service Request (LSR), or another request format as specified by BellSouth, which ever is applicable for the service being requested. BellSouth will process and complete service requests at such intervals for FOC returns as shall be established in a generic

Commission order or in a Commission order applicable to all carriers generally relating to BellSouth performance measurements. Intervals for installation of Services shall be at such intervals as established in a generic Commission order or in a Commission order applicable to all carriers generally relating to BellSouth performance measurements.

3.4.1.2 Orders that comprise a major project will be submitted at the same time, and their implementation will be jointly planned and coordinated by the Parties. Major projects are unusual or extraordinary projects that require the coordination and execution of multiple orders or related activities between BellSouth and MCIm work groups, including, but not limited to, the initial establishment of Local Interconnection Trunk Groups or Meet Point trunk groups or service in a service area, NXX code moves, re-homes, facility grooming, or network rearrangements.

3.5 Cooperative Testing

3.5.1 Network Testing

3.5.1.1 BellSouth shall perform all pre-service network testing, at Parity, prior to the completion of the order, including, but not limited to, testing on local service facilities and switch translations, and verification of features, functions, and services ordered by MCIm.

3.5.1.2 BellSouth and MCIm shall work cooperatively to resolve problems in either Party's network. Both Parties shall mutually agree on scheduled cooperative test times if required to isolate and clear troubles in either Party's network.

3.5.1.3 BellSouth shall perform electronic loop tests at MCIm's request and provide MCIm with results from electronic loop tests.

3.5.1.4 The Parties shall cooperate with each other to test trunks prior to turn up. Such testing shall be performed at Parity and on a nondiscriminatory basis.

3.6 LNP Orders. BellSouth and MCIm will adhere to the process flows and cutover guidelines as ordered by the FCC or as recommended by industry standard fora. BellSouth and MCIm will work cooperatively to implement changes to LNP process flows ordered by the FCC or as recommended by standard industry fora addressing LNP.

Section 4. Connectivity Billing and Recording

4.1 Provision of Connectivity Billing and Recording

4.1.1 This Section 4 describes the requirements for each Party to bill and record all charges incurred by the other Party when purchasing Services under this Agreement.

4.1.1.1 The Parties acknowledge that for billing and recording from MCIm to BellSouth, the volume of this billing and recording does not warrant nor do the Parties desire an Application-to-Application interface. Therefore, MCIm will provide BellSouth with billing and recording in paper format.

4.1.1.2 The Parties acknowledge that for billing and recording from BellSouth to MCIm the Parties have deployed an Application-to-Application interface (i.e., CONNECT:Direct). As described in more detail in this Section 4, BellSouth shall continue to provide MCIm with Connectivity Billing and recording and all related information and functionalities through the existing electronic interface, and BellSouth shall modify, enhance and upgrade that interface to conform with and satisfy the requirements of subsection 4.2 and Section 5.

4.1.2 BellSouth shall provide Connectivity Billing and recording at a level of quality that is at Parity to that which it provides to itself, its affiliates and to third parties.

4.1.3 BellSouth shall issue all Connectivity Bills in accordance with the terms and conditions set forth in this Section 4.

4.2 General Requirements and Functions

4.2.1 Compliance with ATIS standards. The Parties shall comply with various industry, OBF guidelines, and other standards referred to throughout this Agreement. To satisfy these requirements, both parties shall adhere to mutually agreed upon interpretations of all standards referred to in this Agreement. These OBF guidelines include, but are not limited to:

4.2.1.1 The Parties shall issue all Connectivity Bills containing such billing data and information in accordance with the most current version of CABS BOS, or if development time is required, within two versions of the current CABS BOS standard. To the

extent that there are no CABS BOS, or MECAB standards governing the formatting of certain data, such data shall be issued in the format mutually agreed to by BellSouth and MCIm.

4.2.1.2 BellSouth shall transmit Connectivity Billing information and data in the appropriate CABS BOS format electronically via CONNECT:Direct to the other party at the location specified by such party. MCIm data centers will be responsible for originating the calls for data transmission. BellSouth shall transmit in accordance with mutually agreed to technical specifications. MCIm will supply to BellSouth its RACF ID and password before the first transmission of data via CONNECT:Direct. Any changes to either party's CONNECT:Direct Node ID must be sent to the other party no later than thirty (30) calendar days before the changes take effect.

4.2.1.3 OBF Issue 1141 for Reciprocal Compensation (Final Closure)

4.2.1.4 OBF Issue 1201 for Interconnection Trunks (Final Closure)

4.2.1.5 OBF Issue 1202 for Unbundled Loops (Final Closure)

4.2.1.6 OBF Issue 1197 for INP (Final Closure)

4.2.1.7 OBF Issue 1215 for Resale (Final Closure)

4.2.1.8 OBF Issue 1284 for LNP (Final Closure)

4.2.1.9 OBF Issue 1287 for Unbundled Network Elements (all original seven (7) Network Elements (Final Closure)

4.2.1.10 OBF Issue 1548 for verification of UNE bills (not to Final Closure)

4.2.1.11 OBF Issue 1549 for uniquely identifying UNE usage on a bill (not to Final Closure)

4.2.1.12 OBF Issue 1667 for exchanging billing information for Unbundled Network Elements (not to Final Closure)

4.2.2 Bill Rendering. The Parties shall bill each other for each Service supplied pursuant to this Agreement at the rates forth in this Agreement. Billing may only begin upon acceptance of Service.

4.2.2.1 The Parties shall record and bill in accordance with this Agreement those charges incurred as a result of the purchase of Services, as set forth in this Agreement (hereinafter “Connectivity Charges”).

4.2.2.2 The Parties will bill Connectivity Charges in a CABS BOS format. The Parties will conform each CABS BOS bill in accordance with CABS BOS guidelines.

4.2.3 Information Contained in a Connectivity Bill. Each service purchased by MCIIm shall be assigned a separate and unique billing code in the form agreed to by the parties and such code shall be provided to MCIIm on each Connectivity Bill in which charges for such services appear.

4.2.3.1 Each such billing code shall enable MCIIm to identify the service as ordered by MCIIm.

4.2.3.2 Each Connectivity Bill shall set forth the quantity and description of each such service provided and billed to MCIIm. All Connectivity Charges billed to MCIIm shall indicate the state from which such charges were incurred, in accordance with OBF guidelines.

4.2.3.3. When MCIIm collocates with BellSouth in BellSouth’s facility as described in this Agreement, capital expenditures (e.g., costs associated with building the “cage”), shall not be included in the Connectivity Bill provided to MCIIm pursuant to this Attachment 8. All such capital expenses shall be given a unique BAN and invoice number. All invoices for capital expenses shall be sent to the location specified by MCIIm for payment. All other non-capital recurring collocation expenses shall be billed to MCIIm in accordance with this Agreement. (The CABS Billing Output Specifications (“BOS”) documents provide the guidelines on how to bill the Connectivity Charges associated with collocation.) The bill label for such collocation charges shall be entitled ‘Expanded Interconnection Service.’ The bill label for non-capital recurring collocation expenses shall be entitled “Collocation.”

4.2.3.4 The Parties shall provide to each other monthly Connectivity Bills that included all Connectivity Charges incurred by and credits and/or adjustments due to the Purchasing Party for those services ordered, established, utilized, or performed pursuant to this Agreement. The Parties shall render bills in a single bill cycle. Billing Account Numbers (BANs) shall be

consolidated by service type according to OBF guidelines and as mutually agreed to by the Parties. Bill format shall be in compliance with OBF guidelines. Detailed documentation shall be sent with the bill for any debit/credit adjustments. Each bill provided by either Party shall include:

4.2.3.4.1 all non-usage sensitive charges incurred for the period beginning with the day after the current bill date and extending to, and including, the next bill date;

4.2.3.4.2 any known unbilled non-usage sensitive charges for prior periods which are incurred under this Agreement.

4.2.3.4.3 unbilled usage sensitive charges for the period beginning with the last bill date and extending up to, but not including, the current bill date for interconnection and extending through the bill date for resold services.

4.2.3.4.4 any known unbilled usage sensitive charges for prior periods which were incurred under this Agreement.

4.2.3.4.5 any known unbilled adjustments, which were incurred under this Agreement, and substantiated with complete documentation detailing specific adjustments.

4.2.3.5 The Bill Date must be present on each bill transmitted by the Parties, and must be a valid calendar date and not more than ninety (90) days old. Bills should not be rendered for any charges which are incurred under this Agreement on or before one (1) year preceding the bill date. However, both Parties recognize that situations exists that would necessitate billing beyond the one year limit as permitted by law. These exceptions include;

- + charges connected with jointly provided services were by meet point billing guidelines require either Party to rely on records provided by a third Party.

- + charges incorrectly billed due to error in or omission of customer provided data such as PLU or PIU factors or other ordering data.

Both Parties agree that these limits will be superceded by any Bill Accuracy Certification Agreement that might be negotiated between the Parties.

4.2.3.6 In compliance with OBF issue 1141, reciprocal compensation charges will be identified as the jurisdiction of 'Local' and not as interstate, or intrastate, on each bill where 'Jurisdiction' is identified. IntraLATA toll charges will be identified as Intrastate/IntraLATA or Interstate/IntraLATA (limited states) on each bill where jurisdiction is identified. BellSouth shall provide from and through dates for charges rendered on all Connectivity Bills.

4.2.3.7 BellSouth shall separately identify business charges from residence charges, as applicable for resale, in a Connectivity Bill. In addition, BellSouth shall assign a specific adjustment or reference number provided by MCIm to each adjustment and credit included on a Connectivity Bill.

4.2.4 On Connectivity Bills BellSouth renders to MCIm, BANs will be 13 alpha/numeric characters. The Bill Date will be the same day, month to month, per BAN. Each Party will provide the other Party at least thirty (30) calendar days written notice prior to changing, deleting, or transferring services between BANs. The Parties shall provide one Connectivity Billing invoice associated with each BAN. Each invoice must contain an invoice number (which will vary from month to month). On each bill associated with a BAN, the appropriate invoice number and the charges contained on that invoice must be reflected. BellSouth shall deliver to MCIm all Connectivity Bills no later than ten (10) calendar days after the Bill Date and at least twenty (20) calendar days prior to the payment due date (as described in this Attachment), whichever is earlier. MCIm shall deliver to BellSouth all Connectivity Bills no later than ten (10) calendar days after the Bill Date and at least twenty (20) calendar days prior to the payment due date (as described in this Attachment), whichever is earlier. Any Connectivity Bill received on a Saturday, Sunday or a day designated as a bank holiday will be deemed received the next business day. If either Party fails to receive Connectivity Billing data and information within the time period specified above, the payment due date will be extended by the number of days receipt has been delayed.

4.2.5 Measurement of minutes of use will be in actual conversation seconds for those services that are billed based on conversation seconds. The total conversation seconds measured by each billing switch per chargeable rate elements will be totaled for the entire monthly bill cycle, and rounded to the next whole minute for UNEs, and rounded to the nearest whole minute for local interconnection usage. Local Resale will be billed in the increments in accordance with the BellSouth's underlying retail tariff.

4.2.6 Each Party shall provide to the other Party a single point of contact (SPOC) for handling any questions or problems regarding Connectivity Bills or that may arise during the implementation and performance of the obligations of this Section 4. Each SPOC will be available via a single telephone and telephone number (not through an answering center).

4.2.7 Official Bill. Each Party receiving bills shall indicate to the other Party a primary and secondary form of official bills sent by the other Party. The official bill will take precedence over any bill received via a different medium. In addition, BellSouth shall make available for its secondary billing media microfiche, CD ROM, and magnetic tape, but in no event paper. Charges for secondary bills are as set forth in Attachment 1 of this Agreement. Notwithstanding any other provision of this subsection 4.2.7, until MCIIm converts its billing system from a paper medium, it shall provide its bills only on paper.

4.2.8 Additional Copies. If either party requests an additional copy(ies) of a bill, such party shall pay the other party, at rates set forth in Attachment 1 of this Agreement, for such additional bill copy, unless such copy was requested due to errors, omissions, or corrections or the failure of the transmission to comply with the specifications set forth in this Agreement.

4.2.9 Electronic Bills. BellSouth will send Connectivity Bills to MCIIm via CONNECT:Direct as the primary medium for delivery. BellSouth may elect, with agreement from MCIIm, to deliver Connectivity Bills via secondary media, such as CD ROM, diskette, microfiche, or magnetic tape. To avoid transmission failures or the receipt of Connectivity Billing information that cannot be processed, MCIIm shall provide BellSouth process specifications. BellSouth shall comply with MCIIm's processing specifications when BellSouth transmits a Connectivity Bill to MCIIm. MCIIm shall provide to BellSouth notice if a Connectivity Billing transmission is received that does not meet MCIIm's specifications. This transmission will be corrected and resubmitted to MCIIm, at BellSouth's sole expense, in a form that can be processed. The payment due date for resubmitted transmissions will be thirty-five (35) days after the date that the transmission is received in a form that can be processed and that meets the specifications set forth in this Attachment.

4.2.9.1 BellSouth shall deliver to a location specified by MCIIm, billing information via CONNECT:Direct, magnetic tape, CD ROM or microfiche.

4.2.10 Billing Cycle. Subject to the terms of this Section 4, including, but not limited to, subsection 4.2.12, each party shall pay the other party

within thirty (30) days from the issue date of the bill. If the payment due date is a Saturday, Sunday or has been designated a bank holiday, payment shall be made the next business day. In the event of an emergency, system failure or other such condition that prevents BellSouth from transmitting via CONNECT:Direct, BellSouth shall notify MCI of such difficulties within forty-eight (48) hours of detection. BellSouth shall deliver to a location specified by MCI, billing information via magnetic tape or paper, as agreed to by MCI and BellSouth. The parties acknowledge that all tapes transmitted to the other party via U.S. Mail or Overnight Delivery and which contain Connectivity Billing data shall not be returned to the sending party.

4.2.11 Late Payment Charges. Amounts not paid within thirty (30) calendar days after the Bill Date are considered past due and subject to the following late payment provisions:

4.2.11.1 A late payment charge may be applied, if: (i) no payment is received by the billing Party; (ii) a partial payment of the amount due is received by the billing Party after the payment due date; or (iii) payment is received by the billing Party in funds that are not immediately available to the billing Party. The late payment factor will be an amount equal to the lesser of:

4.2.11.1.1 The highest interest rate that may be levied by law for commercial transactions, compounded daily for each day after the payment due date through and including the date the billed Party makes payment to the billing Party; or

4.2.11.1.1.1 For resale and unbundled network elements, 1.5 % per month of the unpaid balance;

4.2.11.1.1.2 For access and local interconnection, 0.00059%, compounded daily, of the amount due.

4.2.12 Billing Disputes. The disputing Party must document its claim to the other Party in writing. If the Parties are unable to resolve the dispute to their mutual satisfaction, either Party may file a complaint with the Commission/Board in accordance with the Commission's/Board's rules of procedure. For purposes of this Agreement, the Dispute Date is the date on which the disputing Party presents sufficient documentation to support a claim.

4.2.12.1 Each party agrees to notify the other party upon the discovery of a billing discrepancy "Notice of Discrepancy".

4.2.12.2 In the event of such Notice of Discrepancy, the parties shall use best efforts to resolve the discrepancy within one hundred twenty (120) calendar days notification using normal business procedures. If the discrepancy is disputed, resolution of such dispute is expected to occur at the first level of management resulting in a recommendation for settlement of the dispute and closure of a specific billing period.

4.2.12.3 Closure of a specific billing period shall occur by joint Agreement of the parties whereby the parties agree that such billing period is closed to any further analysis and financial transactions, except those resulting from an Audit. Closure shall take place within six (6) months of the Bill Date. The billing period being closed represents those Connectivity Charges that were billed or should have been billed by the respective Bill Date.

4.2.12.3.1 If the dispute is resolved in favor of billing Party and the disputing Party paid the disputed amount on or before the payment due date, no interest credits or late payment charges will apply to the disputed amounts.

4.2.12.3.2 If the dispute is resolved in favor of the billing Party and the disputing Party withheld the disputed amount, any payments withheld pending settlement will be subject to the late payment charge set forth in subsection 4.2.11, unless the billing party has failed to provide the billing information required by this Attachment.

4.2.12.3.3 If the dispute is resolved in favor of the disputing Party and the disputing Party paid the disputed amount, the disputing Party will receive a credit from the billing Party for the disputed amount plus interest at the rate set forth in subsection 4.2.11 of this Attachment.

4.2.12.4 If the dispute is not resolved within the allotted time frame, the following resolution procedure shall begin:

4.2.12.4.1 If the dispute is not resolved within sixty (60) days of the Notice of Discrepancy, the dispute shall be escalated to the second level of management for resolution.

4.2.12.4.2. If the dispute is not resolved within ninety (90) days of Notice of Discrepancy, the dispute shall be escalated to the third level of management for resolution

4.2.12.4.3 If the dispute is not resolved within one hundred and twenty (120) days of the Notice of Discrepancy, the dispute may be resolved pursuant to Section 22 (Dispute Resolution Procedures) of Part A of this Agreement.

4.2.12.5 Every Dispute Notification shall contain a unique tracking number assigned by the Party issuing the Dispute Notification. If the OBF adopts a guideline for documentation of a billing dispute, the Parties shall comply with such guideline and any other requirements agreed to by the Parties. Until such a guideline is adopted, sufficient documentation may consist of, but is not limited to, the following information, where the information is relevant to the dispute and available to the disputing Party:

4.2.12.5.1 The nature of the dispute (i.e., alleged incorrect rate, alleged incorrect minutes of use, etc.), including the basis for the disputing Party's belief that the bill is incorrect;

4.2.12.5.2 The type of usage (i.e., originating or terminating);

4.2.12.5.3 The end office where the minutes of use originated or terminated (if applicable);

4.2.12.5.4 The number of minutes in dispute;

4.2.12.5.5 The billing account number(s) (BANs);

4.2.12.5.6 The dollar amount in dispute;

4.2.12.5.7 The date of the Connectivity Bill(s) in question;

4.2.12.5.8 Circuit number or complete system identification and DS3 system identification if the dispute concerns a connecting facility assignment (CFA) on a DS1. Line number, trunk number and Two Six Code (TSC) may also be provided;

4.2.12.5.9 Purchase Order Number (PON) and dates involved (due date or as-of date) for disputes involving order activity and what the disputing Party believes is incorrect (e.g., non-recurring charge, mileage, circuit identification) and why it believes this to be incorrect (not received, not

ordered, incorrect rate, etc.). For order activity disputes, documentation may include traffic reports, billing cycle, and, if the service is shared, both main and shared service BANs. Line number, trunk number and Two Six Code as well as end-office identification may also be provided; or

4.2.12.5.10 Any other information necessary to facilitate dispute resolution. If additional information from the disputing Party would assist in resolving the dispute, the other Party may request that the disputing Party provide this information. The request for the additional information will not affect the Dispute Date established by this subsection 4.2.12.

4.2.12.6 The date of resolution will be the date on which the billing Party completes its investigation of the dispute, notifies the disputing Party of the disposition and, if the billing dispute is resolved in favor of the disputing Party, applies the credit for the amount of the dispute resolved in disputing Party's favor to the disputing Party's bill, including the interest on the disputed amount, as appropriate.

4.2.13 Each Party shall credit the other Party for incorrect Connectivity Billing charges including without limitation: overcharges, services ordered or requested but not delivered, interrupted services, services of poor quality; and installation problems if caused by the billing Party. Such credits shall be set forth in the appropriate Section of the Connectivity Bill pursuant to CABS BOS guidelines.

4.2.14 Recording. The Parties will record call information in accordance with this Section 4. Each Party will record call detail information associated with calls as follows:

4.2.14.1 For terminating interconnection minutes of use, each Party will calculate the terminating interconnection minutes of use based on standard Automatic Message Accounting ("AMA") recording made within each Party's network and use these recordings as the basis for its Connectivity Bills to the other Party.

4.2.14.2 The records described below will be provided at a Party's request and will be formatted pursuant to Section 5 of this Attachment, Bellcore (Telcordia)'s EMI standards, and the requirements of this Section 4. These records will be transmitted to the other Party daily in EMI format via CONNECT:Direct. BellSouth and MCIIm will retain, at each Party's sole expense,

copies of all EMI records transmitted to the other Party for at least ninety (90) days after transmission to the other Party.

4.2.15 BellSouth shall be responsible for billing and collecting charges from IXCs for access related to interexchange calls generated by resale subscribers.

4.2.16 Data Quality. BellSouth agrees that if it transmits data to MCIm in a mechanized format, BellSouth shall also comply with the following specifications which are not contained in CABS BOS guidelines but which are necessary for MCIm to process Connectivity Billing information and data:

4.2.16.1 The Bill Date shall not contain spaces or non-numeric values.

4.2.16.2 Each Connectivity Bill must contain at least one detail record.

4.2.16.3 Any “From” Date should be less than the associated “Thru” Date and neither date can contain spaces.

4.2.16.4 The Invoice Number must not have embedded spaces or low values.

4.2.16.5 The BAN must not have any embedded spaces or low values.

4.2.17 At least thirty (30) days prior to any BellSouth software releases that affect the mechanized bill format, BellSouth shall send to MCIm Connectivity Bill data in the appropriate mechanized format for testing to ensure that the bills can be processed and that the bills comply with the requirements of CABS BOS guidelines. After the receipt of the test data from BellSouth, MCIm will notify BellSouth at least ten (10) days prior to the software implementation date of any processing problems as a result of the software changes. If the transmission fails to meet CABS BOS guidelines, BellSouth shall make the necessary corrections prior to implementation to meet such standards or guidelines.

4.2.18 Nonpayment.

4.2.18.1 Absent a good faith billing dispute, if payment of account is not received by the bill day in the month after the original bill

day, the billing Party may provide written notice to billed party, that additional applications for Service will be refused and that any pending orders for Service will not be completed if payment is not received by the fifteenth day following the date of the notice. In addition the billing Party may, at the same time, give thirty (30) days notice to the person designated by the billed Party to receive notices of noncompliance, and discontinue the provision of existing services to the billed Party at any time thereafter without further notice. Notwithstanding any other provision of this Agreement, BellSouth may deny, disconnect, discontinue, or refuse applications for, service only in those instances in which MCIm does not dispute the bill, and only for those services for which MCIm has not made payment; provided however, that in the event of a billing dispute, MCIm shall provide BellSouth with written documentation of the billing dispute which clearly shows the basis for MCIm's dispute of the charges. If the Parties are still unable to resolve the dispute, then the Parties may pursue all dispute resolution measures available under this Agreement.

4.2.18.2 In the case of such discontinuance, all billed charges, as well as applicable termination charges, shall become due.

4.2.18.3 If payment is not received or arrangements made for payment by the date given in the written notification, MCIm's services may be discontinued. Upon discontinuance of service on MCIm's account, service to MCIm's End Users will be denied. BellSouth will also reestablish service at the request of the End User or MCIm upon payment of the appropriate connection fee and subject to BellSouth's normal application procedures. MCIm is solely responsible for notifying the end user of the proposed disconnection of the service.

4.2.18.4 If within fifteen (15) days after an End User's service has been denied no contact has been made in reference to restoring service, the End User's service will be disconnected.

4.3 Billing Tapes

4.3.1 In emergency situations when tape transmittal has been used for billing tapes BellSouth shall adhere to the tape packaging requirements set forth in this Agreement. Where magnetic tape shipping containers are transported in freight compartments, adequate magnetic field protection shall be provided by keeping a 6-inch distance from any magnetic field generating device (except a magnetron-tape device). BellSouth shall only use those shipping containers that contain internal insulation to prevent damage. BellSouth shall clearly mark on the outside of each shipping

container its name, contact and return address. BellSouth shall not ship any Connectivity Billing tapes in tape canisters.

4.3.2 All emergency billing data transmitted via tape must be provided on a cartridge tape and must be of high quality, conform to the parties' record and label standards, 18-track, odd parity, 6,250 BPI group coded recording mode and extended binary-coded decimal interchange code ("EBCDIC"). Each reel of tape must be 100% tested at 20% or better "clipping" level with full width certification and permanent error free at final inspection. MCIm reserves the right to destroy a tape that has been determined to have unrecoverable errors. MCIm also reserves the right to replace a tape with one of equal or better quality.

4.3.3 Billing data tapes used in emergency circumstances shall have the following record and label standards. The dataset serial number on the first header record of an IBM standard tape label also shall have the following format.

| | |
|-----------------|-------------------------------|
| | CABS BOS |
| Record Length | bytes (fixed length) |
| Blocking factor | records per block |
| Block size | bytes per block |
| Labels | Standard IBM Operating System |

4.3.4 A single 6-digit serial number must appear on the external (flat) surface of the tape for visual identification. This number shall also appear in the "dataset serial number field" of the first header record of the IBM standard tape label. This serial number shall consist of the character "V" followed by the reporting location's four-digit Originating Company Code ("OCN") and a numeric character chosen by the sending company. The external and internal label shall be the same. The dataset name shall appear on the flat side of the reel and also in the "data set name field" on the first header record of the IBM standard tape label. BellSouth's name, address, and contact shall appear on the flat side of the cartridge or reel.

4.3.5 Tape labels shall conform to IBM OSNS Operating System Standards contained in the IBM Standard Labels Manual. IBM standard labels are 80-character records recorded in EBCDIC, odd parity.

4.3.6 BellSouth shall conform to the Standard Volume Label Format which will be prescribed by MCIm.

4.3.7 BellSouth shall use The IBM Standard Dataset Label Format which will be prescribed by MCIm.

4.3.8 BellSouth shall use mutually agreed upon test & production dataset formats.

4.3.9 The file format (block size, record size, etc.) will be mutually agreed upon by the parties.

4.3.10 MCIm will have no responsibility to return tapes delivered to MCIm.

4.4 Connectivity Billing and Recording Interface Performance and Management. Consistent with Attachment 10 of this Agreement, the Parties will comply with the performance measurements and reporting for transactions passed over the electronic Connectivity Billing and Recording interface.

Section 5. Customer Usage Data

5.1 Provision of Customer Usage Data

BellSouth shall provide to MCIm billing records in accordance with EMI standards, as established by the Ordering and Billing Forum (OBF). As such EMI standards or other OBF guidelines are modified, the parties agree to implement such new or modified standards within the time frames specified by OBF. BellSouth will provide all usage and billing records as specified by EMI guidelines in the Optional Daily Usage File, the Access Daily Usage File, and the Centralized Message Distribution System File as set forth below.

5.2 Optional Daily Usage File

5.2.1 Upon written request from MCIm, BellSouth will provide the Optional Daily Usage File (ODUF) service to MCIm pursuant to the terms and conditions set forth in this section.

5.2.2 MCIm shall furnish all relevant information required by BellSouth for the provision of the ODUF.

5.2.3 The Optional Daily Usage Feed will contain billable messages that were carried over the BellSouth Network and processed in the BellSouth Billing System, but billed to a MCIm customer.

5.2.4 Charges for delivery of the ODUF will appear on MCIm's monthly bills. The charges are as set forth in Exhibit A to this Attachment.

5.2.5 The Optional Daily Usage Feed will contain both rated and unrated messages. All messages will be in the standard Alliance for Telecommunications Industry Solutions (ATIS) EMI record format.

5.2.6 Messages that error in the billing system of MCIm will be the responsibility of MCIm. If, however, MCIm should encounter significant volumes of errored messages that prevent processing by MCIm within its systems, BellSouth will work with MCIm to determine the source of the errors and the appropriate resolution.

5.2.7 The following specifications shall apply to the Optional Daily Usage Feed.

5.2.7.1 USAGE TO BE TRANSMITTED

5.2.7.1.1 The following messages recorded by BellSouth will be transmitted to MCIm:

- Message recording for per use/per activation type services (examples: Three -Way Calling, Verify, Interrupt, Call Return, etc.)
- Measured billable Local
- Directory Assistance messages
- IntraLATA Toll
- WATS and 800 Service
- N11
- Information Service Provider Messages

- Operator Services Messages
- Operator Services Message Attempted Calls (Network Element only)
- Credit/Cancel Records
- Usage for Voice Mail Message Service

5.2.7.1.2 Rated Incollects (originated in BellSouth and from other companies) can also be on ODUF. Rated Incollects will be intermingled with BellSouth recorded rated and unrated usage. Rated Incollects will not be packed separately.

5.2.7.1.3 BellSouth will perform duplicate record checks on records processed to ODUF. Any duplicate messages detected will be deleted and not sent to MCIm.

5.2.7.1.4 In the event that MCIm detects a duplicate on ODUF they receive from BellSouth, MCIm will drop the duplicate message (MCIm will not return the duplicate to BellSouth).

5.2.7.2 PHYSICAL FILE CHARACTERISTICS

5.2.7.2.1 ODUF will be distributed to MCIm via an agreed medium with CONNECT:Direct being the preferred transport method. The Daily Usage Feed will be a variable block format (2476) with an LRECL of 2472. The data on the Daily Usage Feed will be in a non-compacted EMI format (175 byte format plus modules). It will be created on a daily basis (Monday through Friday except holidays). Details such as dataset name and delivery schedule will be addressed during negotiations of the distribution medium. There will be a maximum of one dataset per workday per OCN.

5.2.7.2.2 Data circuits (private line or dial-up) may be required between BellSouth and MCIm for the purpose of data transmission. Where a dedicated line is required, MCIm will be responsible for ordering the circuit, overseeing its installation and coordinating the installation with BellSouth. MCIm will also be responsible for any charges associated with this line. Equipment required on the BellSouth end to attach the line to the mainframe computer and to transmit successfully ongoing will be negotiated on a case by case basis. Where a dial-up facility is required, dial circuits will be installed in the BellSouth data center by BellSouth and the associated charges assessed to MCIm. Additionally, all message

toll charges associated with the use of the dial circuit by MCIIm will be the responsibility of MCIIm. Associated equipment on the BellSouth end, including a modem, will be negotiated on a case by case basis between the Parties. All equipment, including modems and software, that is required on MCIIm's end for the purpose of data transmission will be the responsibility of MCIIm.

5.2.7.3 PACKING SPECIFICATIONS

5.2.7.3.1 A pack will contain a minimum of one message record or a maximum of 99,999 message records plus a pack header record and a pack trailer record. One transmission can contain a maximum of 99 packs and a minimum of one pack.

5.2.7.3.2 The OCN, From RAO, and Invoice Number will control the invoice sequencing. The From RAO will be used to identify to MCIIm which BellSouth RAO that is sending the message. BellSouth and MCIIm will use the invoice sequencing to control data exchange. BellSouth will be notified of sequence failures identified by MCIIm and resend the data as appropriate.

THE DATA WILL BE PACKED USING ATIS EMI RECORDS.

5.2.7.4 PACK REJECTION

5.2.7.4.1 MCIIm will notify BellSouth within one business day of rejected packs (via the mutually agreed medium). Packs could be rejected because of pack sequencing discrepancies or a critical edit failure on the Pack Header or Pack Trailer records (i.e. out-of-balance condition on grand totals, invalid data populated). Standard ATIS EMI Error Codes will be used. MCIIm will not be required to return the actual rejected data to BellSouth. Rejected packs will be corrected and retransmitted to MCIIm by BellSouth.

5.2.7.5 Control Data

5.2.7.5.1 MCIIm will send one confirmation record per pack that is received from BellSouth. This confirmation record will indicate MCIIm received the pack and the acceptance or rejection of the pack. Pack Status Code(s) will be populated using standard ATIS EMI error codes for packs that were rejected by MCIIm for reasons stated in the above section.

5.2.7.6 TESTING

5.2.7.6.1 Upon request from MCIm, BellSouth shall send test files to MCIm for ODUF. The Parties agree to review and discuss the file's content and/or format. For testing of usage results, BellSouth shall request that MCIm set up a production (LIVE) file. The live test may consist of MCIm's employees making test calls for the types of services MCIm requests on ODUF. These test calls are logged by MCIm, and the logs are provided to BellSouth. These logs will be used to verify the files. Testing will be completed within 30 calendar days from the date on which the initial test file was sent.

5.3 Access Daily Usage File

5.3.1 Upon written request from MCIm, BellSouth will provide the Access Daily Usage File (ADUF) service to MCIm pursuant to the terms and conditions set forth in this section.

5.3.2 MCIm shall furnish all relevant information required by BellSouth for the provision of ADUF.

5.3.3 ADUF will contain access messages associated with a port that MCIm has purchased from BellSouth

5.3.4 Charges for delivery of ADUF will appear on MCIm's monthly bills. The charges are as set forth in Exhibit A to this Attachment. All messages will be in the standard ATIS EMI record format.

5.3.5 Messages that error in the billing system of MCIm will be the responsibility of MCIm. If, however, MCIm should encounter significant volumes of errored messages that prevent processing by MCIm within its systems, BellSouth will work with MCIm to determine the source of the errors and the appropriate resolution.

5.3.6 USAGE TO BE TRANSMITTED

5.3.6.1 The following messages recorded by BellSouth will be transmitted to MCIm:

5.3.6.1.1 Recorded originating and terminating interstate and intrastate access records associated with a port.

5.3.6.1.2 Recorded terminating access records for undetermined jurisdiction access records associated with a port.

5.3.6.2 When MCIm purchases Network Element ports from BellSouth and calls are made using these ports, BellSouth will handle the calls as follows:

5.3.6.2.1 Originating from Network Element and carried by Interexchange Carrier:

5.3.6.2.1.1 BellSouth will bill network element to MCIm and send access record to the MCIm via ADUF.

5.3.6.2.2 Originating from network element and carried by BellSouth.

5.3.6.2.2.1 BellSouth will bill network element to MCIm and send access record to the MCIm via ADUF.

5.3.6.2.3 Terminating on network element and carried by Interexchange Carrier:

5.3.6.2.3.1 BellSouth will bill network element to MCIm and send access record to MCIm.

5.3.6.2.4 Terminating on network element and carried by BellSouth:

5.2.6.2.4.1 BellSouth will bill network element to MCIm and send access record to MCIm.

5.3.6.3 BellSouth will perform duplicate record checks on records processed to ADUF. Any duplicate messages detected will be dropped and not sent to MCIm.

5.3.6.4 In the event that MCIm detects a duplicate on ADUF they receive from BellSouth, MCIm will drop the duplicate message (MCIm will not return the duplicate to BellSouth.)

5.3.7 PHYSICAL FILE CHARACTERISTICS

5.3.7.1 ADUF will be distributed to MCIm via an agreed medium with CONNECT:Direct being the preferred transport method. The Daily Usage Feed will be a fixed block format (2476) with an LRECL of 2472. The data on the Daily Usage Feed will be in a non-compacted EMI format (210 byte format plus modules). It will be created on a daily basis (Monday through Friday except holidays). Details such as dataset name and delivery schedule will